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| Board Office Use: Legislative File Info. | |
| File ID Number | 13-0315 |
| Introduction Date | 3/13/13 |
| Enactment Number | 13-0954 |
| Enactment Date | 3/13/13 08 |



Memo

To The Board of Education

From Tony Smith, Ph.D., Superintendent
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by Procurement) 3/13/13

Subject Professional Services Contract -
No Bully San Francisco CA (contractor, City State)
305/ Oakland Technical High School (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and No Bully. Services to be primarily provided to 305/ Oakland Technical High School for the period of 12/03/2012 through 06/30/2013.

Background
A one paragraph explanation of why the consultant's services are needed.

Each year approximately thirty percent of students in US schools from kindergarten through high school are involved in school bullying, either as a target or as a bullying, or both. We believe that any involvement in bullying, either as a victim, witness, and/or as a bullying, is related to negative outcome. Bullying and harassment can have both short and long term harmful effects on children and youth. As required by the S3 grant, Oakland Technical High School is required to identify a plan to address incidents of bullying.

Discussion
One paragraph summary of the scope of work.

A contract between Oakland Technical High School and No Bully, San Francisco, CA for the latter to provide 150 hours of trainings and leadership coaching in the development of a bullying prevention and response to address bullying at Oakland Technical High School in alignment with federal anti-discrimination laws under the supervision from the site principal, District Region 1 Mental Health Program Manager for the period from December 01, 2012 through June 30, 2013, in an amount NOT TO EXCEED nine thousand dollars.

Recommendation Ratification of professional services contract between Oakland Unified School District and No Bully. Services to be primarily provided to 305/ Oakland Technical High School for the period of 12/03/2012 through 06/30/2013.

Fiscal Impact Funding resource name (please spell out) Safe and Supportive Schools (S3)
 not to exceed \$ 9,000.00

- Attachments**
- Professional Services Contract including scope of work
 - Fingerprint/Background Check Certification
 - Commercial General Liability Insurance Certification
 - TB screening documentation
 - Statement of qualifications

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and No Bully (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 12/03/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed nine thousand dollars Dollars (\$9,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: _____

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- 4. Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- 5. Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* _____ which shall not exceed a total cost of \$ _____.
- 6. CONTRACTOR Qualifications / Performance of Services.**

CONTRACTOR Qualifications. CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care. CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- 7. Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

OUSD Representative:

Name: Sheilagh Andujar
Site /Dept.: 305/ Oakland Technical High School
Address: 1023 MacA
Oakland, CA
Phone: (510) 879-3050

CONTRACTOR:

Name: No Bully Solution Team
Title: Kathy Grey, Operations Manager
Address: 3389 22nd Avenue
San Francisco CA 94110
Phone: (415) 820-3956

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. Invoicing

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and a statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

- 9. Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

10. Insurance:

1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
 - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

- 11. Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
 13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
 14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
 15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
 16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
 17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
 18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
 19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
 1. **Tuberculosis Screening**
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.
Contractor initial: N.C.
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
 21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.
 CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
 Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/epls/search.do>)

Summary of terms and compensation:

Anticipated start date: 12/03/2012 Work shall be completed by: 06/30/2013 Total Fee: \$ 9,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos
 President, Board of Education
 Superintendent or Designee

2-25-2013
Date

CONTRACTOR

Nicholas Carlisle January 14, 2013
 Contractor Signature Date

NICHOLAS CARLISLE, EXECUTIVE DIRECTOR

Secretary, Board of Education

Certified:

Edgar Rakestraw, Jr. 3/14/13
 Date

Edgar Rakestraw, Jr., Secretary
Board of Education

No Bully Solution Team
Print Name, Title

Kathy Grey, Operations Manag.

File ID Number: 13-0315
 Introduction Date: 3/13/13
 Enactment Number: 13-0454
 Enactment Date: 3/13/13 02
 By:

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

A contract between Oakland Technical High School and No Bully, San Francisco, CA for the latter to provide 150 hours of trainings and leadership coaching in the development of a bullying prevention and response to address bullying at Oakland Technical High School in alignment with federal anti-discrimination laws under the supervision from the site principal, District Region 1 Mental Health Program Manager for the period from December 01, 2012 through June 30, 2013, in an amount NOT TO EXCEED nine thousand dollars.

SCOPE OF WORK

No Bully will provide a maximum of 150.00 hours of services at a rate of \$ 60.00 per hour for a total not to exceed \$9,000.00. Services are anticipated to begin on 12/03/2012 and end on 06/30/2013.

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what this Contractor will do.

Consultants will provide the followings: (a) Foundational Workshop, primary strategy for bullying prevention and intervention where all adults that work on campus support a bully-free campus through aggression and verbal disrespect. (b) Advanced Solutions Training, an in-service for core members of school staff (approximately fifteen staff from Oakland Technical High School) in the higher levels of the bullying response system, a step-by-step process and set of interventions to prevent and stop bullying in school. (c) Conflict Resolution Training, training to reinforce learning of the first level anti-bullying responses that teachers learn at the Foundational Training and teaches participants in second level skills (how to check in with a student a student that appears to be involved in bullying). (d) How to Bully-Proof your Kid. A parent workshop to bully-proof their child so that they are neither a bully nor a target. Parents form a vital part of any school community. (e) Coaching for school leadership, provide site principal consultations as needed to support implementation of No Bully system.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Through implementation of No Bully System, students and staff will have access to a wider array of tools and practices for preventing and responding to bullying behavior. In subsequent years the California Healthy Kids Survey and other OUSD incident reporting data will show a decrease of incidents of bullying in OUSD.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: _____
- Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-



Proposal for implementing
the No Bully System at
Oakland High School

No Bully

San Francisco, California

www.nobully.com

415-820-3956

1 WHAT IS BULLYING?

The United States has some of the highest levels of student bullying and conflict of any industrialized nation worldwide. Each year approximately thirty percent of students in US schools from kindergarten through high school are involved in school bullying, either as a target or as a bully, or both¹. Each day thousands of students refuse to go to school because they dread the physical and verbal aggression of their peers, and the isolation that comes from being the target of rumors and cyber-bullying. Many more attend school in a chronic state of anxiety and depression.

2 BULLYING IS SERIOUS

Bullying is different from playing around or peer conflict. It occurs when a student, or group of students, intentionally and repeatedly try to get power over or hurt another student. It happens in four main ways.

- **Physical bullying**, when a student uses physical force to hurt another student by hitting, pushing, shoving, kicking, taking a student's belongings or stealing their money.
- **Verbal bullying**, when a student uses words or gestures to humiliate another student by threatening, taunting, intimidating, insulting, sarcasm, name-calling, teasing, slurs, graffiti, put-downs and ridicule.
- **Relational bullying**, when a student isolates another student from their peer group through leaving them out, gossiping, spreading rumors and scapegoating.
- **Cyberbullying**, when a student uses a cell-phone, text messages, e-mails, instant messaging, chats and social networking sites to bully another student in any of the ways described above.

When students are bullied because of legally protected characteristics, such as disability, actual or perceived sexual orientation, gender or race, the behavior is considered **harassment**.

Without intervention, students who fall into the roles of bully or target are at higher risk for truancy, mental health challenges, drug and alcohol abuse and suicide. In schools where bullying and harassment are tolerated, fear, aggression and violence can become the cultural norm.

¹ The largest study in the US was conducted by the World Health Organization of 15,000 students in the 6th to 10th grades at both public and private schools. It found that 30% of students report some type of involvement in moderate or frequent bullying, either as a bully (13%) or as a target (11%) or both (6%). a study See Nansel, T.R. Overpeck, M., Pilla, R., Ruan, W.J., Simons-Morton, B., & Scheidt, P. (2001). Bullying behaviors among US youth. *Journal of the American Medical Association*, 285, 2094-2100.

3 NO BULLY SYSTEM FOR YOUR SCHOOL

The **No Bully System** is a **step-by-step process and set of interventions to prevent and stop bullying in your school**. It guides school leaders and staff through a series of interventions for responding to bullying and harassment, depending on the severity of the incident. When severe or persistent bullying occurs, teachers facilitate **Solution Teams®**, where the target's peer group and the bully come together to stop the bullying. Teachers follow up with **Solution Coaching®** to help students entrenched in the role of bully or target relate more skillfully with their peers.



LEVEL 1
Prevent & Interrupt

All staff on campus prevent and interrupt student harassment and bullying.



LEVEL 2
Refer to a Solution Coach®

If a teacher or staff member perceives a pattern of bullying or harassment, they check in with suspected target to confirm the bullying and then refer to a school Solution Coach for Level 3.



LEVEL 3
Hold a Solution Team® and Support with Solution Coaching®

A Solution Coach® meets with the target. If target gives consent, they convene a Solution Team with the bully and students from the target's peer group. The Solution Coach® coaches target and/or bully in more socially effective behaviors as needed.



LEVEL 4
Implement an Empathy-Building Action Plan

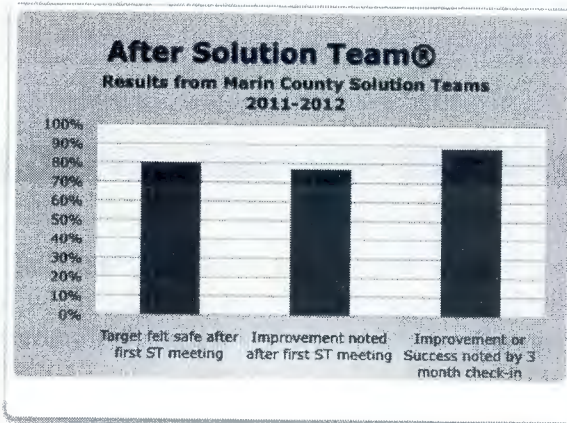
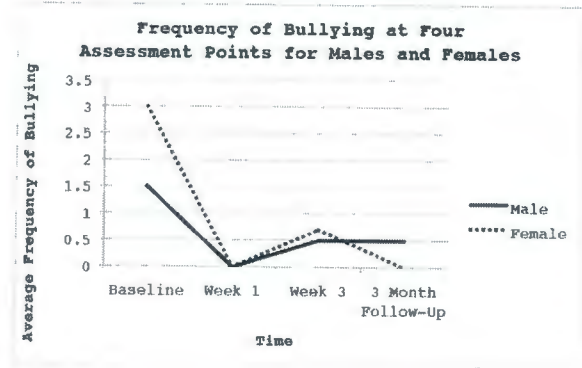
If a pattern of harassment or prejudice is apparent across the entire class or grade, the Solution Coach® implements a plan to teach respect for differences and create a more supportive peer culture.

This evidence-based approach leverages the empathy and kindness inherent in all of us. Independent studies of the No Bully System found that it stopped student bullying in over 80% of cases and that this remained true at a three-month follow up.

The No Bully System aligns easily with other anti-bullying strategies (e.g., social and emotional learning, PBIS) and puts schools in compliance with state and federal laws on student bullying and harassment. California's new anti-bullying law - called Seth's Law after the tragic death from bullycide of Seth Walsh took effect on July 1, 2012. It requires every member of school personnel in California to intervene to stop student harassment and bullying. The No Bully System trains staff how to do this safely.

4 EFFECTIVENESS

No Bully stands out as having effective strategies at a time when many organizations are vocal about the harm caused by bullying but lack real solutions. During the 2009-2010 school year, Dr Alyssa Steiger conducted an independent research study into the effectiveness of Solution Teams. She reported her findings in her doctoral research study in 2010. Educators across the San Francisco Bay Area who were trained in Solution Team resolved student bullying in 80% of cases, and as her chart shows (see right) this held true three months later.



In 2011 No Bully received a grant from the Lynx Foundation to train schools in all the major school districts in Marin County, California in its bullying response system. Participants in the Marin County trainings reported that they had achieved improvement or complete success in ending bullying in 88% of cases as measured three months after they first intervened to address the bullying.

5 THE NO BULLY PARTNERSHIP

No Bully will provide Oakland High School with a structured series of trainings and leadership coaching designed to support successful and sustainable implementation of the No Bully System.

- 1) No Bully builds the capacity of all the adults at each school site to support a bully-free campus through a half-day **Foundational Workshop** in primary strategies for bullying prevention and intervention. Foundational to the bullying response system is training all the adults that work on campus in primary prevention and response interventions to student physical aggression and verbal disrespect. No Bully has brought this three-hour workshop to thousands of school staff and teachers across California. *Two No Bully trainers will train all three campuses in one in-service training with a break out session for the higher grades in the second half of the training.*
- 2) **Advanced Solutions Training.** This one-day in-service workshop trains core members of school staff (approximately fifteen staff from Oakland High School) in the higher levels of the bullying response system, which are engaged when the school is faced with prolonged or complex bullying situations. Participants learn how to bring together a Solution Team of student to solve the bullying of one of their peers and how to Solution Coach those students who need additional help in relinquishing the role of bully or target. Solution Coaching is a process of facilitating behavioral change in students to resolve the social and emotional challenges in their lives. These two interventions end student bullying in 80% of situations, making these some of the most successful anti-bullying interventions ever.
- 3) No Bully delivers a half-day **Conflict Resolution Training.** This three-hour training is designed to reinforce learning of the first level anti-bullying responses that teachers learnt at the Foundational Training and teaches participants in second level skills (how to check in with a student that appears to be involved in bullying). Staff is given an overview of the third level of the anti-bullying response system where teachers bring together Solution Teams of students to stop the bullying of their peers. Participants learn how to discriminate between bullying and student conflict. Participants divide into small groups to practice TALK, a conflict resolution protocol called that any educator can follow to resolve student conflicts. *Two No Bully trainers will train all staff in one in-service training.*
- 4) **How to Bully-Proof your Kid.** The No Bully **Parent and Guardian Workshop** teaches parents how to bully-proof their child so that they are neither a bully nor a target. Parents form a vital part of any school community. This 90 -minute workshop is integral to securing parent support for the school's anti-bullying initiative.

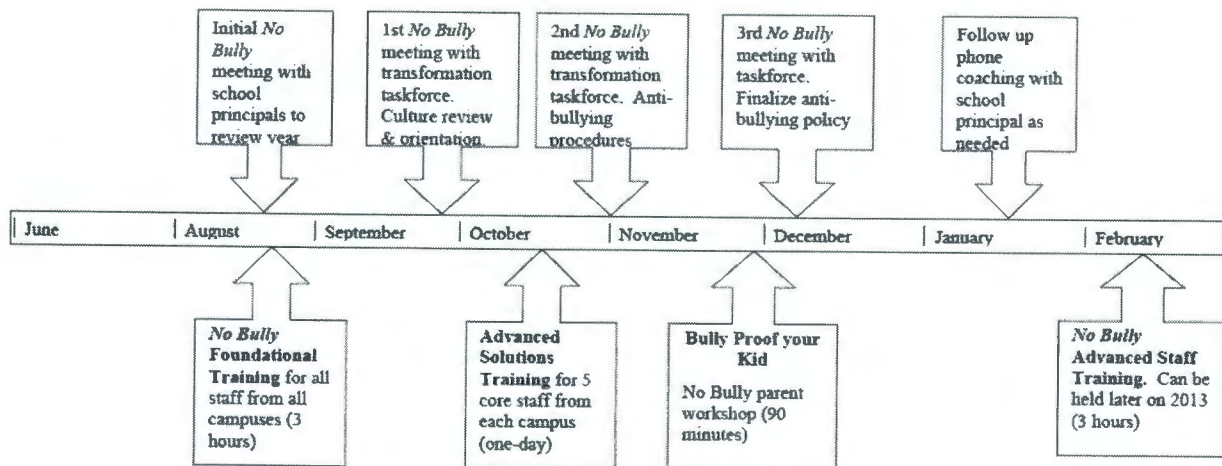
5) **Coaching for school leadership.** We will support the school leadership in implementing the No Bully System through Skype, telephone or face to face coaching in the key steps to make the school bully-free and by helping the school to develop a written anti-bullying policy that integrates the No Bully System into the school's current procedures. Coaching includes

1. Initial meeting to assess the current levels of bullying; and to coach the leadership in best practices and action steps to support a bully-free campus
2. Second meeting to review school procedures for dealing with student bullying, and harassment
3. Third meeting late to finalize an anti-bullying policy written by No Bully for each school site and to review implementation of the No Bully System.

No Bully will provides each school site principal with telephone consultations as needed during the coming school year to support implementation of the No Bully System.

Below is a sample timeline to demonstrate what implementation might look over like over a school year. Exact time can be adjusted to meet the school's calendar and needs.

Timeline to implement the No Bully System



6 COST

The total fee for all of the proposed trainings and principal coaching (including the already scheduled foundational training) is \$9,000. This includes the cost of two trainers for the Foundational and Conflict Resolution trainings and travel cost and time from San Francisco.

7 TESTIMONIALS

No Bully has worked with many schools, school districts, and county offices of education to help them implement the No Bully System. There is detailed information and testimonials about their success on our website. We would be happy to connect you to schools and school districts that can talk to the effectiveness of our bullying response system.

8 ABOUT NO BULLY

No Bully is a non-partisan 501(c)(3) non-profit working in California since 2003 to bring innovative, sustainable solutions to bullying, harassment and violence in schools. No Bully is a non-partisan organization, founded on the belief that all students deserve acceptance and respect, whatever the reason they are being targeted. No Bully partners with schools and school districts nationwide to implement the No Bully System. The strategies that it has developed stop student bullying in 80 percent of cases, making these some of the most effective anti-bullying interventions ever.

9 NEXT STEPS

We welcome the opportunity to refine this proposal to meet the needs of your School.

www.nobully.com * 415-820-3956 * info@nobully.com



CERTIFICATE OF LIABILITY INSURANCE

NOBUL-1

OP ID: MF

DATE (MM/DD/YYYY)

11/30/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|--|--|
| PRODUCER Sweet & Baker Ins. Brokers Inc 44 Second Street San Francisco, CA 94105-3440 Casey Scollin (415) 512-2105 | 415-512-2100 415-512-1115 | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No): |
| INSURED No Bully 3389 22nd St. San Francisco, CA 94110 | | INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits' Insurance Alliance NAIC # NIAC INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | X | | 201234003 NPO | 08/13/12 | 08/13/13 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED \$ RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N | N/A | | | WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Liquor Liability | | | 201234003 NPO | 08/13/12 | 08/13/13 | Liquor \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is added as additional insured per attached CG2012 endorsement as respects to operations of the named insured. 10 days notice of cancellation for nonpayment of premium.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
 1025 Second Ave.
 Oakland, CA 94606

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marta Fleming
Marta Fleming
415-512-2159

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –
STATE OR POLITICAL SUBDIVISIONS – PERMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Political Subdivision:

Any State or Political Subdivision that issues a permit to the named insured.

Oakland Unified School District 1025 Second Ave. Oakland, CA 94606

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

2. This insurance does not apply to:

- a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

Search Results

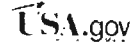
Current Search Terms: No Bully*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.564.20130111-1646

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

| | | |
|----------------------|-------------------------------------|--|
| Attachment Checklist | <input type="checkbox"/> | For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year. |
| | <input type="checkbox"/> | For individual consultants: Proof of negative tuberculosis status within past 4 years. |
| | <input checked="" type="checkbox"/> | For All Consultants: Results page of the Excluded Party List (https://www.epls.gov/epls/search.do) |
| | <input checked="" type="checkbox"/> | For All Consultants: Statement of qualifications (organization); or resume (individual consultant). |
| | <input type="checkbox"/> | For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract) |

For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OUSD Staff Contact Emails about this contract should be sent to: (required) Sandra.Simmons@ousd

OAKLAND USD
FEB 06 2013
HIGH SCHOOL CONTRACT WORK

Contractor Information

| | | | | | | |
|--------------------|---|------------------|---|-------|----|-----------|
| Contractor Name | No Bully | Agency's Contact | Kathy Gray | | | |
| OUSD Vendor ID # | 1005884 | Title | Operations Manager | | | |
| Street Address | 3389 22nd Avenue | City | San Francisco | State | CA | Zip 94110 |
| Telephone | (415) 820-3956 | Email (required) | Kathy@nobullying.com | | | |
| Contractor History | Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |

Compensation and Terms – Must be within the OUSD Billing Guidelines

| | | | | | |
|------------------------------|------------|----------------------------|------------|----------------|----|
| Anticipated start date | 12/03/2012 | Date work will end | 06/30/2013 | Other Expenses | \$ |
| Pay Rate Per Hour (required) | \$ 60.00 | Number of Hours (required) | 150.00 | | |

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

| Resource # | Resource Name | Org Key | Object Code | Amount |
|-----------------------------------|-----------------|------------|------------------------------|--------------------|
| 3725 | S3 | 3051110305 | 5825 | \$ 9,000.00 |
| | | | 5825 | \$ |
| | | | 5825 | \$ |
| Requisition No. (required) | <u>R6311335</u> | | Total Contract Amount | \$ 9,000.00 |

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

| | | | | | |
|--|---|------------------------------------|------------------|-----------------|------------------|
| 1. | Administrator / Manager (Originator) | Name | Sheillah Andujar | Phone | (510) 879-3050 |
| | Site / Department | 305/ Oakland Technical High School | | Fax | (510) 879-3058 |
| | Signature | <u>Sheillah Andujar</u> | | Date Approved | <u>1/7/13</u> |
| 2. | Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships | | | | |
| | <input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA) | | | | |
| | Signature | | | Date Approved | |
| 3. | Regional Executive Officer | | | | |
| | <input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site | | | | |
| | <input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work | | | | |
| | Signature | <u>Maria Santos</u> | | Date Approved | <u>2-13-13</u> |
| 4. | Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000 | | | | |
| | Signature | <u>Maria Santos</u> | | Date Approved | <u>2-25-2013</u> |
| 5. | Superintendent, Board of Education Signature on the legal contract | | | | |
| Legal Required if not using standard contract | | Approved | | Denied - Reason | |
| Procurement | Date Received | | | PO Number | <u>PL306225</u> |

2472

