Board Office Use: Le	gislative File Info.
File ID Number	11-3137
Introduction Date	11/12
Enactment Number	12-0031
Enactment Date	1-11-1282



Enactment Date	1-11-12 9 3
Memo	
То	Board of Education
	Tony Smith, Ph.D., Superintendent
From	By: Maria Santos, Deputy Superintendent, Instruction, Leadership &
	Equity-in-Action
	Vernon Hal, Deputy Superintendent, Business & Operations
Board Meeting Date (To be completed by Procurement)	1-11-12
Subject	Professional Services Contract Amendment - 1
,	Dorothy Courtney Oakland CA (Contractor, City/State) -
	Sobrante Park Elementary School (site/department)
Action Requested	Ratification by the Governing Board of the amendment to the professional services
	contract between the District and <u>Dorothy Courtney</u> Services to be primarily provided to <u>Sobrante Park Elementary School</u> for
	the period of
	\$ 12,000.00
Background A one paragraph explanation of why an amendment is needed.	This amendment to the 2nd Step Coordinator's contract requires an increase in its total amount in order continue services to the end of the academic year.
Discussion One paragraph	The amendment #1 of a contract for services between Dorothy Courtney, Oakland, CA scope of work includes only an extension of the time of service through the period November 14, 2011 through June 14
summary of the amended scope of work.	2012 increasing Not to Exceed Amount from 3,300 to 15,300. The services and specific outcomes remain in full force and effect.
Recommendation	Ratification by the Governing Board of the amendment to the professional services
	contract between the District and Dorothy Courtney
	Services to be primarily provided to Sobrante Park Elementary School for
	the period of11/14/2011 through06/14/2012, in an amount not to exceed \$ 12,000.00
Fiscal Impact	Funding resource name (please spell out) Title I
i iscat impact	not to exceed \$12,000,00

Contract Amendment

Copy of original contract

Attachments

Board Office Use: Leg	islative File Info.
File ID Number	11-3137
Introduction Date	1-11-12
Enactment Number	12-0031
Enactment Date	1-11-12,75



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

а	nd Doro	othy Courtne	endment is entered into between y(CONTRACTOR). OLeptember 12, 20_11.	JSD entered into an Agreement	with CONTRACTOR for services on
	Services:	☐ The	scope of work is <u>unchanged</u> .	The scope of wor	rk has <u>changed</u> .
	expected final re	esults, such as	hanged: Provide brief descriptions services, materials, products, and ached. OR , The CONTRACTOR	d/or reports; attach additional pa	luding a measurable description of ages as necessary. amended services:
te	end the time to p	provide servi	ces through June 2012. Services	ces to be provided and specif	fic outcomes remain unchanged.
_	Terms (duratio	n):	term of the contract is unchanged.	. The term of the co	ontract has changed.
	If the term	has chang	ed: The contract term is exterration date is 06/14/2012	nded by an additional 6 me	
	Compensatio	n: The	contract price is <u>unchanged</u> .	■ The contract price	has <u>changed</u> .
	If the com	pensation h	nas changed: The contract pr	rice is amended by	
			f \$ 12,000.00 to or		
			of \$to ori		
	and the ne	ew contract to	otal is Fifteen Thousand, Three	e Hundred d	lollars (\$15,300.00)
			Il other provisions of the Agree as originally stated.	ement, and prior Amendment	(s) if any, shall remain unchange
	Amendment I				
			s amendments to this Agreement.	☐ This contract has previously	been amended as follows:
	No.	Date		of Reason for Amendment	Amount of Increase (Decrease)
					\$
					\$
			201		\$
			is not effective and no payment nistrator, the Board of Educatio		ntil it is approved. Approval require tendent as their designee.
C	AKLAND UNIFI	ED SCHOOL	DISTRICT	CONTRACTOR	
Ī	Maria President, Boa	Manl rd of Educatio	12-5-11 Date	Contractor Signature	urthey 11-14-001
2	Superintenden	t or Designee		Dorothy Cour	they 2nd Step Coor
-	deer Dekostrow	In Constant	Deta	Till Name, Tige	
rti	dgar Rakestraw,	n .	Date Vizin	LEGISLAT	IVE FILE
4	den Van	0			er 1/- 3/37 ate /-1/-12

- 4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)
 - Action Item included in Board Approved SPSA (no additional documentation required) Action Item Number: 1
 - 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.

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EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR'S entire Proposal is <u>not</u> 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 <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

The amendment #1 of a contract for services between Dorothy Courtney, Oakland, CA scope of work includes only an extension of the time of service through the period November 14, 2011 through June 14, 2012 increasing Not to Exceed Amount from 3,300 to 15,300. The services and specific outcomes remain in full force and effect.

		SCOPE OF V	VORK	
D	orothy Courtney will	provide a maximum of	923.00 hours of services at a rate of \$13.00 per ho	our for a
tot	tal not to exceed \$12,000.00 . Services are	anticipated to begin on	11/14/2011 and end on 06/14/2012 .	
1.	Description of Services to be Prov about what service(s) OUSD is purchasing a		ription of the service(s) the contractor will provide. Be s will do.	pecific
	school environment, and for promoting acade Sobrante Park's needs:	emic achievement. Spenitution; schedule assigniconflict resolution progra		meet
			a day. During this time, contractor will perform duties conflicts mentors) of students referred by teachers and	/or
2.	result of the service(s): 1) How many more children are attending school 95% or more? many more Oakland children have access to	e Oakland children are 3) How many more stu to, and use, the health	the services of this Contract? Be specific. For example graduating from high school? 2) How many more (dents have meaningful internships and/or paying jobs? services they need? Provide details of program parties to). NOT THE GOALS OF THE SITE OR DEPARTI	Oakland 4) How icipation
	This contractor will support the school's safet 1. Recruiting and training 4th and 5th grade and conflict manage 2. Developing schedules for conflict manage 3. Keep log of incidents and conflict resolution 4. Provide this data to principal and teachers 5. Collect Second Step data from teachers (1) 6. Organize outdoor activities to help reduce	students as conflict mar rs and for conflict sessions for analysis and responder for lessons taught) and	ons nse give it to the principal for analysis and response	
3.	Alignment with District Strategic F (Check all that apply.) Ensure a high quality instructional core	Plan: Indicate the goal	s and visions supported by the services of this contract: Prepare students for success in college and caree	
	Develop social, emotional and physical h	ealth	Safe, healthy and supportive schools	13
	✓ Create equitable opportunities for learnin		Accountable for quality	
	High quality and effective instruction		Full service community district	

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State and Federal Compliance

SECTIONS 4 & 5: Academic and School Climate Action Plan

SPSA Revision
Worksheet 4 2011

October 28,2011 Sobrante Park E \$18,000 amendedamount-N/A \$12,000 School dimate conflict resolution, 2nd Step All students discipline 3010 Title 1 5825 Contracted amended referrals Services/Contr strategies and lessons to curb amount and acts NA \$18,000 ELA writing and research projects; writing All students in Bencchm 7090 EIA-5825 Contracted 2 services/cons amended in math and science; PD for teachers grades 2-5 Instruction assessme ultants amount . Actariment of State & Foreral Programs Date

りつりつつ こうしょうこ

Sobrante Park Elementary

SSC Meeting

Junta del SSC

Posted 10/25/11 Anunciado 10/25/11

October 28, 2011 Octubre 28 del 2011 10:00 a.m.

Agenda

- 1. Welcome and Quorum / Bienvenida y Quorum
- 2. Election of Officers / Elección de Oficuales
 - President/ Presidente
 - Vice President/ VicePresidente
 - DAC Representative/ Representante
 - Secretary/ Secretaria
- 3. Budget/SPSA Modifications / Presupuesto/SPSA Modificaciones
 - * Writing Consultant / Consultante de Escritura, EIA/SCE-\$18,000
 - * 2nd Step and Conflict Res Consultant / Consultante de 2nd Step y Resolucion de Conflictos, T1, \$12,000
 - * Refreshments for SSC / Comida SSC, T1, \$1,300
- 4. Safety Plan / Plan de Seguridad
 - * Review and discuss / Revisar y discutir
 - * Approve Safety Plan/ Aprobar el Plan de Seguridad
- 5. Parent Concerns / Pendientes de Padres
- 6. Public Comments / Comentarios Públicos



School Site Council Meeting Sign-In

School Sobrante Park

Date_

Printed Name	Signature:	Elected staff	The second secon	(hs,ans)	Other Attendee/ member
Dama Outing	Sonn Out 9		«Gomm.		
Michelle Stoke		TV			
Laman Buckly					
MAXINE Jackson	1 A V		V		
Deavie 1ee	Den- La	_2			
MADINI BURKS	N		X		
Veran But					
Marco A. Franco	Princip	al			
Richard Dry	Richard GRAY		ul	•	,
Tasha leaves	Tashold	X		•	
Aswwillian	Der Willes	8 /			
	. 0				
		**			
					÷

School Site Council, English Learner Council, School Advisory Council)

School Sobrante Park Date Date
Quorum Number in Bylaws Roll Call/Quorum Present: Yes 🗆 No 🖂
Reading and Approval of Minutes If yes, list any necessary additions/corrections:
Summary of Discussions/Decisions on Mandated Agenda Topic: School Plan Review, Budget update review, program review, parent involvement and education activities (attach additional pages if necessary)
Meeting started at 10:05 am. Mr. Franco
opened the meeting and welcomed everyone.
After introductions, Mr Franco explained
that SSC needed new leadership elected
Since Deblie, the former president, moneil
away. Franco started w/ nomination for Pres.
Michelle nominates Naomi, Seconded.
by Donna. Passes ununimously 7-0.
Thome nomitates Ms. Buis por UP.
Seconded by Michelle. Passes uninimously
7-0. Taska nominated for secretary
by Ms. Buls. 8.0 unan mans note.
Mr. Flanco then passed bullets for
new members. Franco congratulated new
officers and members.
Franco explained the need to modify 2
contracts (Mr. Dinheim - Writing Couch and
Franco explained the need to modify 2 contracts (Mr. Dinheim-Writing Couch and Mr. Courtney- 2nd Step Coordinator) that

Council Minutes Templante 9/7/2003

Summary of District Advisory Council (District English Learner Council)Report by Representative:
were approved last year, but your started w/
insufficient funding. Budget modifications have
been loaded of thus contracts adjusted to
original amounts. 550 passed all bulget
Other Business/Announcements (at SSC meeting, SAC report if applicable) mollifications,
including money for refreshments,
with a unanimous riote. SSC membres
agreed to meet 3rd Friday of lach
month at 9:00 am. Safety Plan review
and approval tabled until Dec 2011.
Meeting adjourned at 10:55 am.
Adjournment
Principal's signature Mau U. Vinus Secretary's signature
Chairperson's signature



State and Federal Compliance

SECTIONS 4 & 5: Academic and School Climate Action Plan

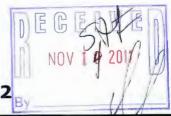
2011-2012 SPSA Revision Worksheet

hool lame:		Sobrante Park E		154	SSC Chairpersonia Initiala	MS	Polncipal's Tellusia	MAF ME	4	energia Service Service	October 28,2		
1 . 4	Tracking# Retrive From Your Previous SPSA	Priority Area	Critical Practice	Supporting Activities	Student Group Impacted	Measure of Success	Resource No.		Object Code	Object Name	Position Code	FTE	Budget Amount
												N/A	-\$18,00 amende amount
		School climate		conflict resolution, 2nd Step	All students	discipline	2010	Title 1	5825	Contracted		N/A	\$12,00
1				strategies and lessons to curb bullying		referrals and				Services/Contracts			amende amount
2		ELA		writing and research projects; writing in math and science; PD for teachers	All students in grades 2-5	Bencchm ark assessme		EIA- Instruction	5825	Contracted services/cons ultants		N/A	\$18,00 amende amount









Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order amount has been increased by Procurement.

- 1. Contractor and OUSD contract originator reach agreement on modification to original contract.
- 2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- 3. If contract total amount has increased, the scope of work has changed. OUSD contract originator creates new requisition with the original PO number referenced in the item description.
- 4. OUSD contract originator submits amendment packet to Procurement for approval within two weeks of creating the requisition.

When the contract amendment is approved Procurement will add additional funds to the original Purchase Order.

Attachment Checklist	Contract amendment packet including Board Memo and Amendment Form Amended Scope of work (be specific as to what is changing) Copy of original contract
OUSD Staff Contact	Emails about this contract should be sent to:

		Contractor Info	ormation					
Contractor Name	Dorothy Courtney	Agency	's Contact					
OUSD Vendor ID # 1003324		Title		2nd Step Coordinator				
Street Address	2009 84th Ave	City	Oakland	State	CA	Zip	94605	
Telephone	(510) 754-8254	Email	nail dorothycourtney44@yahoo.com					

Co	mpensation and Ter	ms – Must be within	the OUSD Billing	ng Guidelines	
Original Contract Amount	\$ 3,300.00	Original PO	Number	P12	202217
Amended Amount	\$12,000.00	New Requis	New Requisition #		202305
New Total Contract Amount	\$15,300.00	Start Date	11/14/2011	End Date	06/14/2012

If you ar	e planning to multi-fund a contract	Budget Information using LEP funds, please contact the State	e and Federal Office <u>before</u> co	mpleting requisition.
Resource #	Resource Name	Org Key	Object Code	Amount
3010	Title I	1544850101	5825	\$12,000.00
			5825	\$
			5825	\$

			Appr	oval and Routing (in order of	approval s	steps)			
	tional services a eased by Procure		ount ca	nnot be provided before the amend	ment is fully	approved a	and the Purcha	ase Ord	der amount has been
	Site Administ	rator or Manager	Name	Marco Franco	Phone	510636	7919	Fax	5106367920
1.	Site / Departm	ent	Sobrar	nte Park Elementary School					
	Signature 7	Maur A. o	Ecas	nep	Date Ap	proved	11.14	201	1
	Resource Mai	nager, if using funds man	aged by	State and Federal Quality, Commu	nity, School De	evelopment [☐Complementary	Learnin	g / After School Programs
2.	Signature	SWA	NIG	ally	Date Ap	proved	11/14	111	
	Signature		1		Date Approved				
3.	Regional or E	xecutive Officer	_				11-1		
Э.	Signature				Date App	proved	111111		
4.	Deputy Super	rintendent Instructional	Leader	rship / Deputy Superintendent Bu	siness Ope	rations	☐ Consultant	Aggre	gate Under \$50,000
4.	Signature	Maria D	unto	3	Date Ap	proved	12-5-	11	
5.	Superintende	nt or Board of Education	n Sign	ature on the legal contract					
Lega	al Required if no	ot using standard contrac	Ap	pproved	Denied -	Reason	0	Dat	е
Proc	urement Da	ate Received			PO Num	ber	120	22	17
						/	1 1	-	

Board Office Use: Le	gislative File Info.
File ID Number	11-2558
Introduction Date	10-17-11
Enactment Number	11-2258
Enactment Date	10-26-11 99-



many Schools, Thriving Students

Memo

1101110		
То	The Board of Education	
From	Tony Smith, Ph.D., Superintendent By: Maria Santos, Deputy Superintendent, Instruction Equity-in-Action Vernon Hal, Deputy Superintendent, Business & C	
Board Meeting Date (To be completed by Procurement)	10-26-11	
Subject	Professional Services Contract Dorothy Courtney Oakland CA (contract Sobrante Park	ractor, City State) (site/department)
Action Requested	Ratification of a professional services contract between Oa District and Dorothy Courtney be primarily provided to Sobrante Park 09/12/2011 through 11/09/2011	Services to
Background A one paragraph explanation of why the consultant's services are needed.	A 2nd Step Coordinator is needed to teach and help students resolve prot trends, and communicate these trends to principal and teachers in order to and through PD. The school also needs support in the implementation an Second Step Violence Prevention Program. This is in alignment to the sc last several years, we've seen a decrease in discipline referrals.	o address them directly d record-keeping of
Discussion One paragraph summary of the scope of work.	 To train student managers in conflict resolution; schedule assignments sessions for students; and supervise conflict managers Implement Second Steps strategies into conflict resolution program Collect and tally Second Step lessons taught by teachers To organize student activities during recesses to minimize conflicts and 	
Recommendation	Ratification of professional services contract between Oak District and Dorothy Courtney be primarily provided to Sobrante Park 09/12/2011 through 11/09/2011	Services to
Fiscal Impact	Funding resource name (please spell out) Tier 3 - TIIGnot to exceed \$_3,300	.00

Attachments

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

Board Office Use: Legi	slative File Info.
File ID Number	11-2558
Introduction Date	10-17-71
Enactment Number	1/-2258
Enactment Date	10-24-11 137.



	PROFESSIONAL SERVICES CONTRACT 2011-2012
(Co fina to	is Agreement is entered into between the Oakland Unified School District (OUSD) and Dorothy Courtney ONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in ancial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The ties agree as follows:
1.	Services: CONTRACTOR shall provide the services described in Exhibit "A," attached hereto and incorporated herein by reference ("Services" or "Work").
2.	Terms: CONTRACTOR shall commence work on <u>09/12/2011</u> , or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than <u>11/09/2011</u> .
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Three thousand three hundred Dollars (\$ 3,300.00). 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: n/a
	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: 1. 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.
	2. 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: n/a which shall not exceed a total cost of \$ 0.00
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.

Requisition No. <u>R0201128</u>

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

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:

profession for services to California school districts.

OUSD Representative:		CONTRACTOR:	11.0	A 1	
Name: Marco A Franco)	Name: Dorothy Courtney	Chothe	Court	65
Site /Dept.:	Sobrante Park	Title: 2nd Steo Coordinator		1	7
Address:		Address: 2009 84th Ave			-
Oakland, CA		Oakland	CA	94621	
Phone: (510) 636-7919		Phone: (510) 706-3434			

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. Invoicina

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.

- 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 at 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.

- 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:

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:
 - 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).

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- 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.

Summary of terms and compensation:				
Anticipated start date: 09/12/2011	Work shall be complete	ed by: 11/09/2011	Total Fee: \$3,300	.00
OAKLAND UNIFIED SCHOOL DISTRICT President, Board of Education Superintendent or Designee	<u> </u>	CONTRACTOR OCCUPATION Contractor Signature	Courty	9-13-11 Date
Secretary, Board of Education	Date	Darothy Courtney	2nd Steo C	Coordinator
Certified: Edgar Rakestraw, Jr., Secretary Board of Education	(J2411	Introduction Enactment N	er: <u>//- 2-5-53</u> Date: <u>//>-//-/</u> umber: <u>//-2-25</u> ate: <u>//)-2-6-//</u>	

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is <u>not</u> 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 <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

- 1.To train student managers in conflict resolution; schedule assignments and conflict resolution sessions for students; and supervise conflict managers
- 2. Implement Second Steps strategies into conflict resolution program
- 3. Collect and tally Second Step lessons taught by teachers
- 4. To organize student activities during recesses to minimize conflicts and discipline referrals.

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Do	prothy Courtney will provide a r	naximum of 253.00 hours of services at a rate of 13.00 per hour for a
tota	al not to exceed \$3,300.00 . Services are anticipated	to begin on 09/12/2011 and end on 11/09/2011
1.	Description of Services to be Provided: Pro about what service(s) OUSD is purchasing and what this	vide a description of the service(s) the contractor will provide. Be specific Contractor will do.
		ers lution program hers
		ay. During this time, contractor will perform duties described above, with entors) of students referred by teachers and/or other conflict mentors.
2.	result of the service(s): 1) How many more Oakland children are attending school 95% or more? 3) How many more Oakland children have access to, and use,	omes from the services of this Contract? Be specific. For example, as a children are graduating from high school? 2) How many more Oakland by more students have meaningful internships and/or paying jobs? 4) How the health services they need? Provide details of program participation is will be able to). NOT THE GOALS OF THE SITE OR DEPARTMENT.
	This contractor will support the school's safety mission by the Recruiting and training 4th and 5th grade students as 2. Developing schedules for conflict managers and for conflict managers and for conflict managers and for conflict resolutions 4. Provide this data to principal and teachers for analysis 5. Collect Second Step data from teachers (for lessons 6. Organize outdoor activities to help reduce conflict between the second step of the school of the second step of the school of the second step of the second step of the school of the second step of the	s conflict managers conflict sessions is and response taught) and give it to the principal for analysis and response
3.	Alignment with District Strategic Plan: Indic (Check all that apply.)	ate the goals and visions supported by the services of this contract:
	Ensure a high quality instructional core	Prepare students for success in college and careers
	Develop social, emotional and physical health	Safe, healthy and supportive schools
	✓ Create equitable opportunities for learning	Accountable for quality
	High quality and effective instruction	Full service community district
Rev.	6/22/11 v3	Page 5 of 6

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

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.

- 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.

Dorothy V. Courtney

Objective To obtain a challenging position utilizing my experience and skills, with an organization that offers opportunities for professional growth and advancement based on demonstrated contribution and achievement.

Experience 2004 - Present

Sobrante Park Elementary School

Oakland, CA

Parent Volunteer

Assist Office Staff with Clerical Duties

Works closely with Campus Security to lend support

School Site Council Vice-President

2002 - 2004

DC Capital Funding

Dublin, CA

Loan Processor

Provided excellent customer service

Processed Various Loans

Suggested new products that increased earnings

2000 - 2001

Providian Financial

Pleasanton, CA

Customer Service Representative

Provided excellent customer service

Set up, monitor and closed charge accounts

Suggested new products that increased earnings

1997 - 1999

Intern Temporary Staffing

Hayward, CA

Warehouse Worker

Various warehouse assignments as needed

Packaging

Shipping and Receiving

Education 1990 - 1994

Mt. Eden High School

Hayward, CA

High School Diploma

Interests Working with children, customer service

References are available on request.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/9/2011

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PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

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