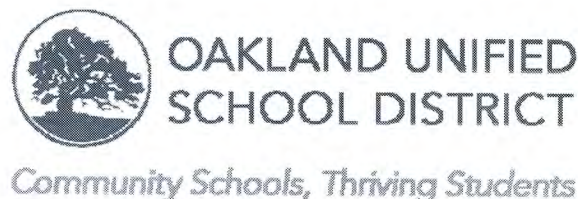


Board Office Use: Legislative File Info.	
File ID Number	14-15310
Introduction Date	8-13-14
Enactment Number	14-1425
Enactment Date	8-13-14



Memo

To Board of Education
Gary Yee Ed.D., Superintendent

From By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date 8-13-14
(To be completed by Procurement)

Subject Professional Services Contract Amendment - 1
Camille Jackson Carrol Oakland CA (Contractor, City/State) -
Kaiser Elementary/Site 171 (site/department)

Action Requested Ratification by the Governing Board of the amendment to the professional services contract between the District and Camille Jackson Carrol. Services to be primarily provided to Kaiser Elementary/Site 171 for the period of 10/14/2013 through 06/12/2014, in an amount not to exceed \$ 12,120.00.

Background
A one paragraph explanation of why an amendment is needed.

Consultant is needed to support the District violence prevention programs which support the District goal to reduce suspensions, especially racially disproportionate suspensions per the US Office of Civil Rights Voluntary Resolution Plan (VRP). Second Step: A Violence Curriculum Program teaches social -emotional skills necessary for academic and life success. Increases in pro-social skills (empathy, impulse control, anger management and problem solving) are associated with higher academic achievement and greater school connectedness. The Conflict Resolution/Peer Mediation Program also supports the Voluntary Resolution Plan to

Discussion
One paragraph summary of the amended scope of work.

500 hours of service of Conflict Resolution and Second Step K-5 violence prevention programs to Kaiser Elementary School. In coordination with the site administrators, the consultant will recruit, train, oversee a representative group of student peer mediators, conduct mediation sessions and support the delivery of the Second Step Elementary violence prevention curricular lessons in collaboration with the site staff. Consultant will do so by supporting the implementation and instruction of the Second Step pro-social emotional curriculum to

Recommendation Ratification by the Governing Board of the amendment to the professional services contract between the District and Camille Jackson Carrol. Services to be primarily provided to Kaiser Elementary/Site 171 for the period of 10/14/2013 through 06/12/2014, in an amount not to exceed \$ 12,120.00.

Fiscal Impact Funding resource name (please spell out) EIASCE-INSTR-KAISER
not to exceed \$ 12,120.00

Attachments

- Contract Amendment
- Copy of original contract

Board Office Use: Legislative File Info.	
File ID Number	14-1536
Introduction Date	8-13-14
Enactment Number	14-1425
Enactment Date	8-13-14



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Camille Jackson Carrol (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on October 14 2013, and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work has changed. ONLY the funding source has changed.
If the scope of work has changed: Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
 Revised scope of work attached. **OR,** The CONTRACTOR agrees to provide the following amended services:

2. **Terms (duration):** The term of the contract is unchanged. The term of the contract has changed.
If the term has changed: The contract term is extended by an additional 10/142013 (days/weeks/months), and the amended expiration date is 06/12/2014.

3. **Compensation:** The contract price is unchanged. The contract price has changed.
If the compensation has changed: The contract price is amended by
 Increase of \$ 12,120.00 to original contract amount
 Decrease of \$ _____ to original contract amount
and the new contract total is Thirty two thousand, one hundred and twenty dollars (\$ 32,120.00)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos 7-2-2014
 President, Board of Education Date
 Superintendent or Designee
[Signature] 8-14-14
Antwan Wilson, Secretary, Date
Board of Education

CONTRACTOR

Camille J Carrol 5/13/14
Contractor Signature Date
Camille Jackson Carroll, Student Support Card.
Print Name, Title

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.

500 hours of service of Conflict Resolution and Second Step K-5 violence prevention programs to Kaiser Elementary School. In coordination with the site administrators, the consultant will recruit, train, oversee a representative group of student peer mediators, conduct mediation sessions and support the delivery of the Second Step Elementary violence prevention curricular lessons in collaboration with the site staff. Consultant will do so by supporting the implementation and instruction of the Second Step pro-social emotional curriculum to

SCOPE OF WORK

Camille Jackson Carrol will provide a maximum of 500.00 hours of services at a rate of \$ 24.24 per hour for a total not to exceed \$12,120.00. Services are anticipated to begin on 10/14/2013 and end on 06/12/2014.

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.

Consultant is needed to support the District violence prevention programs which support the District goal to reduce suspensions, especially racially disproportionate suspensions per the US Office of Civil Rights Voluntary Resolution Plan (VRP). Second Step: A Violence Curriculum Program teaches social -emotional skills necessary for academic and life success. Increases in pro-social skills (empathy, impulse control, anger management and problem solving) are associated with higher academic achievement and greater school connectedness. The Conflict Resolution/Peer Mediation Program also supports the Voluntary Resolution Plan to Reduce Racially Disproportionate Discipline (VRP) by helping to reduce suspensions and is a key

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.

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.
-

REVISED
MAY 14 2014

AMENDMENT ROUTING FORM 2013-2014

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1

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.

- Contractor and OUSD contract originator reach agreement on modification to original Scope of Work.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- 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.
- 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 additional work is being done by this consultant.)
- A Board Approved copy of the original contract and any prior Amendments.

OUSD Staff Contact Emails about this contract should be sent to: (Required) Darren.Avent@ousd.k12.ca.us

Contractor Information

Contractor Name	Camille Jackson Carrol	Agency's Contact	Darren Avent			
OUSD Vendor ID #	I002295	Title	School Principal			
Street Address	3066 Broadmoor View	City	Oakland	State	CA	Zip 94605
Telephone	(510) 393-8000	Email	darren.avent@ousd.k12.ca.us			

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 20,000.00	Original PO Number	P1403074		
Amended Amount	\$ 12,120.00	New Requisition #	R0410580		
New Total Contract Amount	\$ 32,120.00	Start Date	10/14/2013	End Date	06/12/2014
Pay Rate Per Hour (Required)	24.24	Number of Hours (Required)	500.00		

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
7090	EIASCE-INSTR	1714859101	5825	\$ 12,120.00
			5825	\$
			5825	\$

Approval and Routing (in order of approval steps)

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

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

1.	Site Administrator or Manager	Name	Darren Avent	Phone	5105494900	Fax	5105494904
	Site / Department	Kaiser Elementary/Site 171					
	Signature	<i>[Signature]</i>			Date Approved	5/16/14	
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						
	Signature	<i>[Signature]</i>			Date Approved	6/16/14	
	Signature	<i>[Signature]</i>			Date Approved	6/16/14	
3.	Regional or Executive Officer						
	Signature	<i>[Signature]</i>			Date Approved	6/18/14	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000					
	Signature	<i>[Signature]</i>			Date Approved		
5.	Superintendent or Board of Education	Signature on the legal contract					
Legal Required if not using standard contract		Approved		Denied - Reason		Date	
Procurement	Date Received			PO Number	P1403074		

Board Office Use: Legislative File Info.	
File ID Number:	13-2915
Introduction Date:	01/15/2014
Enactment Number:	14-0048
Enactment Date:	Jan 15, 2014 <i>ol</i>



OAKLAND UNIFIED SCHOOL DISTRICT

Continuously Improving Learning Experiences

Memo

To: Board of Education
From: GARY YEE, EdD, ACTING SUPERINTENDENT, By: MARIA SANTOS, Deputy Superintendent
Board Meeting Date: 01/15/2014
Subject: Professional Service Contract
Contractor: Camille Jackson Carroll of Oakland, CA
Services for: 171-KAISER

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Camille Jackson Carroll, Oakland, CA, for the latter to provide: 500 hours of service of Conflict Resolution and Second Step K-5 violence prevention programs to Kaiser Elementary School. In coordination with the site administrators, the consultant will recruit, train, oversee a representative group of student peer mediators, conduct mediation sessions and support the delivery of the Second Step Elementary violence prevention curricular lessons in collaboration with the site staff. Consultant will do so by supporting the implementation and instruction of the Second Step pro-social emotional curriculum to students for the period of 10/14/2013 through 06/12/2014 in an amount not to exceed \$20,000.00.

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

Consultant is needed to support the District violence prevention programs which support the District goal to reduce suspensions, especially racially disproportionate suspensions per the US Office of Civil Rights Voluntary Resolution Plan (VRP). Second Step: A Violence Curriculum Program teaches social-emotional skills necessary for academic and life success. Increases in pro-social skills (empathy, impulse control, anger management and problem solving) are associated with higher academic achievement and greater school connectedness. The Conflict Resolution/Peer Mediation Program also supports the Voluntary Resolution Plan to Reduce Racially Disproportionate Discipline (VRP) by helping to reduce suspensions and is a key

Discussion:
 (QUANTIFY what is being purchased.)

500 hours of service of Conflict Resolution and Second Step K-5 violence prevention programs to Kaiser Elementary School. In coordination with the site administrators, the consultant will recruit, train, oversee a representative group of student peer mediators, conduct mediation sessions and support the delivery of the Second Step Elementary violence prevention curricular lessons in collaboration with the site staff. Consultant will do so by supporting the implementation and instruction of the Second Step pro-social emotional curriculum to students

Board Office Use: Legislative File Info.	
File ID Number:	13-2915
Introduction Date:	01/15/2014
Enactment Number:	14-0048
Enactment Date:	Jun 15, 2014 OR



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Thriving Students

Fiscal Impact: Funding resources below not to exceed \$20,000.00

\$20,000.00 ECONOMIC IMPACT AID

Attachments: Professional Services Contract including Scope of Work
Waiver Summary
Resume / Statement of Qualifications
EPLS Search Results Page
Insurance Certification (if no Waiver was granted)

Board Office Use: Legislative File Info.	
File ID Number	13-2915
Introduction Date	01/15/2014
Enactment Number	14-0048
Enactment Date	Jan 15, 2014 <i>OK</i>



**OAKLAND UNIFIED
SCHOOL DISTRICT**

PROFESSIONAL SERVICES CONTRACT 2013-2014

Camille Jackson Carroll

This Agreement is entered into between _____ (CONTRACTOR) and Oakland Unified School District (OUSD). 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:** 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 10/14/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400.00, whichever is later. The work shall be completed no later than 06/12/2014
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Twenty Thousand and Zero Cent Dollars (\$20,000.00) [per fiscal year], at an hourly billing rate not to exceed \$40.00 per hour. 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: No Reimbursements

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after 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.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE which shall not exceed a total cost of \$0.00

5. 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.

- 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. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- 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: DARREN AVENT

Site /Dept: 171-KAISER

Address: 25 S. Hill Ct
Oakland, CA 94618

Phone: 510-549-4900

CONTRACTOR:

Name: Camille Jackson Carroll

Title: Owner

Address: 3066 Broadmoor View
Oakland, CA 94605

Phone: (510) 393-8000

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.

8. **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.

9. **Insurance:**

1 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.

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

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, 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, 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.

Professional Services Contract

13. **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 controlled substances, alcohol or tobacco on these sites.
14. **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.
15. **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.
16. **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.
17. **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.
18. **Conduct of CONTRACTOR** CONTRACTOR will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, which include.
 1. **Tuberculosis Screening** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 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.

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **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.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors** OUSD may evaluate 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).
21. **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.
22. **Confidentiality** 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

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

23. **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.

24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/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/eplis/search.do>)

25. **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

26. **Incorporation of Recitals and Exhibits** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

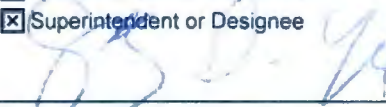
27. **Integration/Entire Agreement of Parties** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

28. **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.

29. **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.

30. **Contract Contingent on Governing Board Approval** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD'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.

OAKLAND UNIFIED SCHOOL DISTRICT

MARIA SANTOS
 President, Board of Education
 Superintendent or Designee


Secretary, Board of Education

11/06/2013
Date
Jan 16, 2014
Date

CONTRACTOR

Camille Jackson Carroll
Contractor eSignature
11/12/2013
Date
Camille Jackson Carroll, Owner
Print Name, Title

File ID Number: 13-2915
Introduction Date: Jan 15, 2014
Enactment Number: 14-8048
Enactment Date: Jan 15, 2014
By: OS

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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.

Consultant will recruit, train, oversee a representative group of student peer mediators, conduct mediation sessions and support the delivery of the Second Step Elementary violence prevention curricular lessons in collaboration with the site staff. Consultant will support the implementation and instruction of the Second Step Unit Lessons I-III pro-social emotional curriculum to students.

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.

1. The consultant will recruit and train about 15 Conflict Resolution/Peer Mediators and support Second Step Pro-social curriculum. In previous years, students who participated in Conflict Resolution/Peer Mediation and Second Step Programs, almost 100% have moved on to higher education level and graduated from high school.

2. Conflict Resolution/Peer mediators will learn to provide support to other students on how to resolve conflicts by using pro-social emotional skills. Second Step and Conflict Resolution/Peer Mediation Programs will augment other efforts within OUSD to reduce truancy and foster academic achievement.

3. Peer educators will learn how to assess conflicts at their school, develop and deliver presentations, and provide support to their peers. The Second Step and Conflict Resolution/Peer Mediation Programs, which build leadership skills and increases pro-social skills (empathy, impulse control, anger management and problem solving), are also associated with higher academic achievement and greater school connectedness.

4. Develop, support and promote student leadership in service to cultural inclusivity and a climate conducive to program participation and educational success through school-wide participation.

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core | <input type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):** Please select.

Action Item included in Board Approved CSSSP: (no additional documentation required)

- Item Number(s) 1715QI2A492

Action Item added as modification to Board Approved CSSSP – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of CSSSP 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 CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.



ContractsOnline: Contract Waiver Summary

Site Number-Name: 171-KAISER

Principal / Department Head: DARREN AVENT

Contractor Name: Camille Jackson Carroll

Business Name: Camille Jackson Carroll

Contract Type: Standard

Anticipated Start Date: 10/14/2013

Contract End Date: 06/12/2014

Rate Type: HOURLY

Contract Amount: \$20,000.00

Applicable Waivers

Approved by Risk Management

Insurance-Reduction Waiver Status: NA

Waiver-Reduction Type: \$1,000,000 Required

Other Reduction Amount: NA

Approval Date:

Approved by Deputy Superintendent

Billing Waiver Status: NA

Approval Date:

Fingerprint Waiver Status: NA

Approval Date:

TB Test Waiver Status: NA

Approval Date:

CAMILLE JACKSON CARROLL

3066 Broadmoor View

Oakland, CA 94605

(510) 393-8000

Email: camillejacksoncarroll@gmail.com

EDUCATION:

Bachelor of Arts, May 2001, University of California, Berkeley,

Major: *American Studies*, Emphasis: *Minority Youth in the Urban Environment*

EXPERIENCE:

August 2011 – Present

Student Support Coordinator for Kaiser Elementary School

Support and maintain conflict management program, support and maintain Second Step: A Violence Prevention Curriculum that teaches social – emotional skills necessary for academic and life success. Increases pro-social skills (empathy, impulse control, anger management and problem solving. Instruct Roots of Empathy in third grade. Social and emotional themes taught around the development of an infant who comes into the class once a month for nine months.

August 2005 – June 2011

Conflict Manager Coordinator for Explore, Cole, Claremont and Montera Middle Schools

Support and maintain the conflict management program at designated middle schools in the Oakland Unified School District (OUSD). Establish/maintain cohesive working relationships with school administrations for implementation of conflict resolution programs at two OUSD middle school sites. Responsibilities include, but not limited to, orchestrating meetings with school site faculty, implementing conflict resolution programs for each school site, including outreach to faculty to refer qualified students to serve as peer conflict managers. Design/implement/conduct workshops; develop curriculum and materials/activities. Produced training video for OUSD's middle school conflict resolution program. Maintain comprehensive collaboration with school site/community-based programs.

Identify/recruit students for program services. Develop short term/long term training workshops for student conflict managers. Evaluate, advise, and select students to be trained as conflict managers for each school site. Organize daily conflict resolution meetings for students experiencing difficulty. Conduct conflict resolution meetings with students and faculty.

Perform needs assessment of students; verify student participants' need for site mediation services as well as others. Maintain/manage student database; develop monthly statistical reports. Submitted comprehensive quarterly reports; maintenance of annual activities calendar and school site logs. Establish/maintain student files with written documentation regarding all contacts with students. In consultation with school site administrations/faculty, establish guidelines for students and staff regarding implementation of conflict resolution programs/services.

Plan/consolidate/conduct student field trips to University of California, Berkeley and Student Leadership Conference. Plan/develop/manage workshops for the Oakland Peer Resource

Conference that addressed issues regarding peer education, conflict management, peer tutoring, developing healthy relationships, and violence prevention.

February 2005 - June 2005

Academic Mentor for Oakland Public Schools, Edna Brewer Site

Diligently worked with sixth through eighth grade students at risk of failing in grade appropriate math and language arts. Also worked on study strategies and standardized test taking skills. Collaborate with the C-Me program coordinator to assist in the conflict mediator education program.

January 2004 - July 2005

Chairperson of American Indian Public Charter School's Center for Talented Youth through Johns Hopkins University

Support the administration of Oakland's American Indian Public Charter School (AIPCS), ranked one of the top academic performing charter schools in the nation, through mentoring and recruiting junior high students to participate in the Center for Talented Youth (CTY). Coordinated CTY informational meetings, arranged on site school visits, proctored required standardized exams, and arranged field trips to university campuses.

May 2003 - May 2005

Academic Tour Guide, Great Adventure Tours of Pacific Grove, CA

Responsible for leading tours for groups of 20-40 gifted and talented middle and secondary school students from the Los Angeles Unified School District to the UC Berkeley campus. Majority of the students were historically underrepresented, low income, and in college prep curriculums.

1984-1986

Sales Representative, United Textile, Inc. of Oakland, CA

Number one sales representative for an industrial textile company. Job description included maintaining and servicing major accounts in Alameda County.

OTHER:

1986-2004

Other Relevant activities involved working closely with the Oakland Unified School District site administrations where my three children were enrolled: Thornhill Elementary, Grass Valley Elementary, Montera Junior High School, Westlake Junior High, Oakland High School, and Merritt Middle College High School. Duties included supporting staff in classroom, extracurricular activities, tutoring, field trips, etc.

References Made Available Upon Request



CAMIJAC-01

SPHANN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2013

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 Irene C. Herman Ins. Services 422 Presidio Ave San Francisco, CA 94115	CONTACT NAME: PHONE (A/C, No, Ext): (415) 447-4212	FAX (A/C, No): (415) 447-4181
	E-MAIL ADDRESS:	
INSURED Camille Jackson Carroll Camille Jackson Carroll 3066 Broadmoor View Oakland, CA 94605	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Hartford Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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 SUBR INSR 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	X	57SBMZE1665	8/30/2013	8/30/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	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 <input type="checkbox"/> OCCUR <input type="checkbox"/> 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 STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Oakland Unified School District is named as additional insured with respect to the General Liability of the insured.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District 900 High St. Oakland, CA 94601	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
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