

Board Office Use: Legislative File Info.

File ID Number	15-0435
Introduction Date	4/22/15
Enactment Number	15-0477
Enactment Date	4/22/15



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by Procurement) 4/22/15

Subject Professional Services Contract - Lori Onderwyzer
- State & Federal Programs 950 for St. Elizabeth Elem. 731 (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and Lori Onderwyzer. Services to be primarily provided to State & Federal Programs 950 for St. Elizabeth Elem. 731 for the period of 02/23/2015 through 06/30/2015.

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

OUSD is required by federal law to allow private non-profit schools to participate in the OUSD Title II Part A Program. Schools that choose to participate are provided with "fair and equitable" Title II Part A services after they have complied with program requirements. After consultation with the private school to reach agreement on the type of professional development services to be provided, the OUSD Private Schools Program administers the agreed upon professional development services.

Discussion
One paragraph summary of the scope of work.

Lori Onderwyzer will provide professional development services for the school site instructional and administrative staff. The proposed services will include trauma informed practices as well as a full plan for the teaching and practicing of classroom leadership, classroom management, and social emotional skills for students, teachers, staff, parents/guardians and caregivers. Positive Discipline in the Classroom is an internationally recognized research-based classroom management program that empowers teachers with skills to build their students' sense of community, prepare them for successful living, and increase academic achievement. Experiential learning methods teach skills to help students practice better cooperation, social skills, self-direction, responsibility, and mutual respect in the classroom.

Recommendation Ratification of professional services contract between Oakland Unified School District and Lori Onderwyzer. Services to be primarily provided to State & Federal Programs 950 for St. Elizabeth Elem. 731 for the period of 02/23/2015 through 06/30/2015.

Fiscal Impact Funding resource name (please spell out) Title IIA
not to exceed 3,500.00

Attachments

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

Board Office Use: Legislative File Info.	
File ID Number	15-0435
Introduction Date	4/22/15
Enactment Number	15-0477
Enactment Date	4/22/15 02



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between Lori Onderwyzer

(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 02/23/2015, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$ 84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$ 84,100, whichever is later. The work shall be completed no later than 06/30/2015.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Three Thousand, Five Hundred Dollars (3,500.00) [per fiscal year], at an hourly billing rate not to exceed \$ 218.75 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: _____.

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:* _____, which shall not exceed a total cost of _____.

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:

OUSD Representative:

Name: Maria Beltran
Site /Dept.: State & Federal Programs 950 for St. Elizabeth Elem. 731
Address: 1000 Broadway Suite 450
Oakland, Ca 94607
Phone: 510-879-1027
Email: danielle.patterson@ousd.k12.ca.us

CONTRACTOR:

Name: Lori Onderwyzer
Title: Consultant
Address: 5071 Kearny Ave
Oakland CA 94602
Phone: 510-531-4824
Email: wyzercpda@gmail.com

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 from OUSD's Risk Management.) 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.

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 30 days prior 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:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will 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

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, 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 without the prior approval of OUSD Human Resources.

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.sam.gov/).

- 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.

- 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.

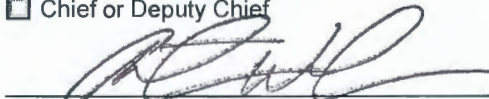
- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

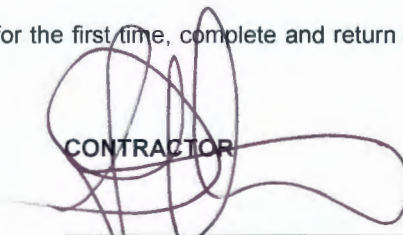
OAKLAND UNIFIED SCHOOL DISTRICT



- President, Board of Education
- Superintendent
- Chief or Deputy Chief


Secretary, Board of Education

CONTRACTOR



Contractor Signature

Lori Onderwyzer

Consultant

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 15-0435
Introduction Date: 4/22/15
Enactment Number: 15-0477
Enactment Date: 4/22/15
By: [Signature]

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.

Please see attached Scope of work.

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.

Title II, Part A, Teacher and Principal Training and Recruiting is a federal categorical program. The purpose of Title II, Part A is to increase the academic achievement of all students by helping schools and districts improve teacher and principal quality through professional development and other supporting activities. As a result of receiving Title II Part A Program services, the principal and/or teachers on staff at this specific non-profit private school located in Oakland will improve their understanding and application of specific skills that support the implementation of effective instructional strategies and techniques and/or school administration and leadership. The activities and support provided to the teachers and/or principal will result in an improvement of the instructional program at the school. This improvement in the instructional program will enable students to be more fully engaged and successful in school. Students will have improved school attendance which supports gains in performance in core academic areas and successful ongoing completion of successive grade levels which results in graduation from high school.

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

- | | |
|--|--|
| <input type="checkbox"/> Ensure a high quality instructional core | <input type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health | <input 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: _____
- 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.

SAM Search Results
List of records matching your search for :

Search Term : Lori* Onderwyzer*
Record Status: Active

No Search Results

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015



Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

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

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

Attachment Checklist	<input type="checkbox"/> For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
	<input type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/)
	<input type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

OUSD Staff Contact Emails about this contract should be sent to: (required) danielle.patterson@ousd.k12.ca.us

Contractor Information

Contractor Name	Lori Onderwyzer	Agency's Contact	Lori Onderwyzer				
OUSD Vendor ID #	i002448	Title	Consultant				
Street Address	5071 Kearny Ave	City	Oakland	State	CA	Zip	94602
Telephone	510-531-4824	Email (required)	wyzercpda@gmail.com				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	02/23/2015	Date work will end	06/30/2015	Other Expenses	
Pay Rate Per Hour (required)	\$ 218.75	Number of Hours (required)	16		

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
4035	Title IIA	7314851204	5825	\$ 3,500.00
			5825	
			5825	
Requisition No. (required)	R0153416		Total Contract Amount	\$ 3,500.00

Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	Maria Beltran	Phone	510-879-1027	
	Site/Department (Name & #)	State & Federal Programs 950 for St. Elizabeth Elem. 731			Fax	
	Signature	<i>Maria Beltran</i>			Date Approved	2/23/2015
2.	Resource Manager , if using funds managed by:	<input checked="" type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships <input type="checkbox"/> Risk				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)					
	Signature	<i>Susana Ray</i>			Date Approved	2/23/15
3.	Network Superintendent/Deputy Network Superintendent					
	Signature	<i>Thomas Hill</i>			Date Approved	2/24/15
4.	Chiefs / Deputy Chiefs	Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$84,100				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
	Signature				Date Approved	
5.	Superintendent, Board of Education Signature on the legal contract					
Legal	Required if not using standard contract	Approved	Denied - Reason		Date	
Procurement	Date Received		PO Number	P1506130		

An area of need that is of great importance for the professional development of our teachers is encouraging our teachers to enroll in credentialing programs to become highly qualified credentialed teachers. Having highly qualified credentialed teachers will give students access to an enriched curriculum of learning and instruction. Teachers will be asked to display evidence of what they are learning in their college courses by : reporting their grades, as well as sharing how their course instruction will help serve the school community, and describe how students will benefit from the implementation of practice within their classrooms. This also includes BTS.A training.

Objectives: *What do we need to do to support the development of our teachers through preparation and training?*

In supporting the professional development of teachers, the administration will support the training and coaching of the Lift Up program in the primary grades. This will allow teachers to focus on their methods of teaching sharing their techniques with each other and their mentors, and using current best practices. The coaching will require flexible time within the school community, as well as time for consultation and coaching.

To support the teachers and staff to become more knowledgeable in the area of emotional learning, the administration will provide time for training, coaching and feedback. The administration will contract with an outside consultant to train our entire staff in the various aspects of trauma and how it impacts learning as well as an accompanying positive discipline program. This will also require the purchase of positive discipline books, including Teacher's activity guides, Classroom Leaders Activity Guides and the original text of Positive Discipline in the Classroom.

In supporting the program improvement plan, Saint Elizabeth will keep staff current with dates and schedules of professional conferences and seminars. The administration will make these opportunities known and encourage teachers to attend professional conferences and seminars. This information will be posted as well as distributed at faculty meetings.

Action Steps: *How will we achieve our objectives?*

The administration with the support of the school counselor and special needs staff, will schedule training dates for Trauma Training as well as Positive Discipline.. This training will include instruction, books and materials, coaching and mentoring as well as a parent component. This training will include positive discipline and provide experiential opportunities.

Saint Elizabeth will stay current with best practices in assessment by professional reading, attending training related to subject areas, and by both formal and informal discussions. Using our current assessment tools, the IOWA tests and STAR assessments as well as other technology that helps collect data, the students will benefit from implementation of practices in their classroom.

The administration will collect flyers, mail and all announcements of scheduled conferences and/or seminars and post them publically. The administration will survey the teachers to see who would like to attend and what type of professional conference.

The administration will assist the teachers needing to clear their credential to enroll in a BTS.A program.

Evaluation: *How will we know if our actions are effective? What is the supporting evidence?*

Teachers will be asked to display evidence of what they are learning by sharing the information with their levels and the entire faculty. They will also describe how students benefit from the implementation of practice within the classroom.

Teachers attending professional conferences or seminars will display evidence of their learning through a presentation to all staff and faculty on the concepts, strategies or educational knowledge shared t the conference or seminar they attended.

Scope of Work 2014-2015

Contractor Name: Lori Onderwyzer

School Name: St. Elizabeth Elementary School

Consultant will provide a maximum of 16 hours of service at the rate of \$218.75 per hour for a total not to exceed \$3,500.00

Nature of Work:

Lori Onderwyzer will provide professional development services for the school site instructional and administrative staff. The proposed services will include trauma informed practices as well as a full plan for the teaching and practicing of classroom leadership, classroom management, and social emotional skills for students, teachers, staff, parents/guardians and caregivers. Attached, please see my brochure that outlines services as well as the benefits and fundamental aspects of Positive Discipline in addition to more detailed information regarding my background and qualifications. Positive Discipline in the Classroom is an internationally recognized research-based classroom management program that empowers teachers with skills to build their students' sense of community, prepare them for successful living, and increase academic achievement. Experiential learning methods teach skills to help students practice better cooperation, social skills, self-direction, responsibility, and mutual respect in the classroom.

Provide professional development program with focus on:

- Learn tools to effectively lead a class based on cooperation, connection and mutual respect.
- Understand motivations for misbehavior and how to respectfully encourage change in ways that eliminates most discipline problems.
- Be able to identify the four mistaken beliefs that lead to misbehavior.
- Learn how to encourage students and set limits using kindness and firmness at the same time.
- Learn how to teach life skills (self-discipline, responsibility, cooperation, problem solving etc.) so that students can cooperate, engage, focus and learn successfully in the class.
- Learn how to teach students the foundational pieces for effective class meetings.
- Learn to use the class meeting process to create a classroom climate that enhances personal responsibility, personal efficacy, and academic learning.
- Learn a useful set of problem solving steps for tough challenges.
- Have a deeper understanding of human behavior and what motivates long term positive change (doing the right thing even when nobody is looking)
- Have a set of resource materials for future reference.
- Meet with the Principal to discuss professional development programs.
- Provide individual teachers with ongoing training and support (as needed)

Goals:

- Teachers gain a better understanding of effective instructional program
- Classroom management
- Curriculum mapping
- Use of data to design instruction
- Use of effective strategies and techniques

What is Positive Discipline?

Positive Discipline creates healthy relationships that transform our children, ourselves, and the world. Using research-based methods, Positive Discipline in the classroom teaches social and emotional awareness skills that promote initiative, responsibility, resilience and capability.

Foundational Aspects of Positive Discipline:

- ✓ Mutual Respect
- ✓ Equality
- ✓ Understanding 'mis'behavior
- ✓ Mistakes as opportunities to learn
- ✓ Social Responsibility
- ✓ Family and Class Meetings
- ✓ Solution focused
- ✓ Encouragement

Positive Discipline takes strategies and ideas that feel right and matches them with research based practices and tools that I can implement in a structured and organized way.

(Natalia C., Oakland teacher)

About Lori Onderwyzer

Lori Onderwyzer is a Certified Positive Discipline Lead trainer who lives and models the Positive Discipline principles she teaches. Her passion is to help adults to guide young people to become confident, capable, resourceful, resilient and contributing members of their communities.

Lori has been a certificated teacher and educational consultant for 23 years. She has taught every grade level from K-8 in diverse settings including inner city, migrant, international, independent, public and charter schools.

Lori works closely with students, teachers, counselors, administrators and parents providing workshops, professional development and classes. She teaches social and emotional education as the foundation for academic understanding and excellence.

Additionally, Lori has presented at numerous educational and professional conferences in both the US and abroad. Lori has been a member of the Positive Discipline Association since 2004 and served on the board in numerous capacities from 2008-2013. She has also served on a number of other educational boards.

Lori Onderwyzer

wyzercpda@gmail.com

510-531-4824

510-684-5399



Our mission is to provide principals, teachers and staff with simple yet effective tools and skills that empower young people to become powerful, resourceful and solution focused leaders for a better tomorrow.

This is a foundational, must have experience for administrators that want to transform school culture.

(Erin Hennigan, Director of Instruction)

Lori Onderwyzer

wyzercpda@gmail.com

510-531-4824

510-684-5399

Five Criteria for Effective Discipline

1. Helps children feel a sense of connection.
2. Is mutually respectful and encouraging
3. Is effective long-term
4. Teaches important social and life skills
5. Invites children to discover how capable they are

Positive Discipline reignited the spark that brought me to teaching in the first place!

(Lynne, Berkeley)

The Positive Discipline School uses Solution focused discipline to build a Powerful learning community that models mutual respect and supports academic excellence and long term solutions to misbehavior.

Services

- 14 hours of Positive Discipline in the Classroom (PDC) certification Training
- PDC Staff Development Trainings (variety of topics and session duration)
- Working with Students Exposed to Trauma
- Impact of Abuse and Neglect on Attachment, Brain Development, Learning and Behavior
- One on one teacher coaching
- Team Building and Team Coaching
- Teachers Helping Teacher Problem Solving sessions



Benefits

Students:

- Strengthen self discipline and self-regulation skills
- Practice problem solving and communication
- Develop leadership and empathy skills
- Positive connection with peers and adults
- Improved academics and engagement
- Experience "I AM CAPABLE"

Teachers/Staff:

- Gain tools to support positive behaviors.
- Build mutually respectful relationships
- Lead rather than manage student behavior
- Improve cooperation and connection with students
- Reignite passion and joy in working with students
- Experience "I AM CAPABLE"

Administrators:

- Improved school climate
- A whole school approach with a common language
- Decreased office referrals
- Improved teacher retention
- Stronger adult/student relationships
- Supports academic excellence
- Experience "I AM CAPABLE"



OUSD USE ONLY

5071 Kearney Ave
Oakland, CA 94602
ATTN: Lori Onderwyzer

RE: Authorization to Proceed with Consultant Contract Processing

Lori Onderwyzer

This letter is to inform you that you have successfully completed the HRSS consultant pre-review process.

This authorization to proceed shall expire at the conclusion of the 2014-2015 school year. Please note that the District may not proceed with the processing of your consultant contract unless and until you present an original copy of this letter to the administrator requesting your services.

Thank you for your commitment to help support and enhance the educational experience of Oakland students.

Sincerely,

Ana Navarro
Site Team Assistant

REC'D OCT 22 2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/09/2014

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 	STEPHANIE CANESSA, AGENT LICENSE #0C25369 6228 MERCED AVENUE OAKLAND, CA 94611	CONTACT NAME: STEPHANIE CANESSA PHONE (A/C, No, Ext): 510-339-4444 FAX (A/C, No): 510-339-4446 E-MAIL ADDRESS: stephanie.canessa.tmb@statefarm.com
	INSURED ONDERWYZER, LORI 5071 KEARNEY AVE OAKLAND CA 94602-2606	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm General Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		97-CB-Z767-2	08/20/2014	08/20/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE 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			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

OAKLAND UNIFIED SCHOOL DISTRICT, AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS & REPRESENTATIVES ARE LISTED AS ADDITIONAL INSURED'S PER THE ATTACHED ENDORSEMENT.

CERTIFICATE HOLDER OAKLAND UNIFIED SCHOOL DISTRICT 900 HIGH STREET OAKLAND, CA 94601	CANCELLATION 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
--	--