Board Office Use: Le	gislative File Info.
File ID Number	12-1214
Introduction Date	6-13-12
Enactment Number	12-1501 00
Enactment Date	6-13-12



Community Schools, Thriving Students

Memo

To

Board of Education

Tony Smith, Ph.D., Superintendent

From

By: Maria Santos, Deputy Superintendent, Instruction, Leadership &

Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

Board	Meeting	Da	te
(To be	complet	ed	by
Procur	ement)		

6-13-12

Su	ib	ie	ct

Professional Services Contract Amendment - 2

Yari A. Ojeda Sandel Lafayette CA (Contractor, City/State) -

922/Family, Schools, & Community Partnership (site/department)

Action Requested

Ratification by the Governing Board of the amendment to the professional services contract between the District and <u>Yari A. Ojeda Sandel</u>

Services to be primarily provided to <u>922/Family, Schools, & Community Partnership</u> for the period of 10/13/2011 through <u>06/15/2012</u>, in an amount not to exceed

\$ 3,600.00

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

The City of Oakland Fund for Children and Youth (OFCY) Grant, funds the district to implement a conflict resolution program in 10 OUSD middle schools. The OUSD Conflict Resolution program supports the district's goals of increasing school safety and reducing racially disproportionate discipline by resolving conflicts between students which may otherwise result in fights and subsequent suspensions. Conflict resolution has efficacy as an alternative to suspension and is a key component of the district's comprehensive violence prevention plan for middle schools. Specific grant activities include contracting with Conflict Mediation Coordinators to train and coach students to use communication and problem-solving skills to assist their peers in resolving interpersonal conflict.

Discussion One paragraph summary of the amended scope of work.

Ratification by the Board of Education of Amendment No. 2 of a Professional Services Contract between the District and Yari Sandel, Lafayette, CA, for the latter to provide an additional 134 hours of services for the Conflict Resolution program. Consultant will work with youth to develop best practices for conflict resolution and restorative justice, for an additional amount not to exceed \$3600.00, increasing the contract from \$22,536.00 to \$26,136.00 for the period of October 13, 2011 through June 15, 2012. All other terms of the contract will remain the same.

Recommendation

Services to be primarily provided to $\frac{922}{\text{Family, Schools, & Community Partnershir}}$ for the period of $\frac{10/13/2011}{\text{through}}$ through $\frac{06/15/2012}{\text{s}}$, in an amount not to exceed \$3,600.00

Fiscal Impact

Funding resource name (please spell out) Oakland Fund for Children & Youth

Conflict Resolution not to exceed \$3,600.00

Attachments

- Contract Amendment
- Copy of original contract

Board Office Use: Leg	gislative File Info.
File ID Number	12-1214
Introduction Date	6-13-12
Enactment Number	12-1501 79
Enactment Date	6-13-12

File ID Number 12 - 1214Introduction Date 6 - 13 - 12Enactment Number 12 - 1501Enactment Date 6 - 13 - 12



Community about Humany Suchair.

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT

1.	Services		ne scope of work is <u>unchanged</u> .	
	expected f	inal results, such a	changed: Provide brief description of revised scope of work including as services, materials, products, and/or reports; attach additional pages as ttached. OR, The CONTRACTOR agrees to provide the following amend	s necessary.
the d who med that	direction of the are experied in a conflict in a conflict instill leader	the Program Specencing barriers to lead to be practicing effects by practicing effects and prepare	nal 311.33 hours of services at Bret Harte Middle school as a Conflict Resitalist and in coordination with the site administrators, the consultants will pearning due to conflict. Consultant will also recruit and train 5-10 peer medictive communication skills including listening without taking sides, problem students for success in college and career. Consultants also conduct an a chool site in creating a safe, healthy and supportive school environment for	provide support to 40-70 your diators, teaching them to n-solving, interpersonal skills average of 20-35 conflict
2.	Terms (d	uration): The	e term of the contract is <u>unchanged</u> .	has changed.
			ged: The contract term is extended by an additional piration date is06/15/2012	(days/weeks/months)
3.	Compen	sation: The	e contract price is <u>unchanged</u> . ☐ The contract price has <u>ct</u>	hanged.
	If the	compensation	has changed: The contract price is amended by	
		Increase	of \$ 3,600.00 to original contract amount	
		Decrease	e of \$to original contract amount	
		☐ Decrease he new contract	total is Twenty-Six Thousand One Hundred Thirty-Six dollars	
4.	Remainin	Decrease he new contract ng Provisions:	total is <u>Twenty-Six Thousand One Hundred Thirty-Six</u> dollars All other provisions of the Agreement, and prior Amendment(s) if a	
	Remaining and in full	Decrease he new contract ng Provisions: I force and effect	total is Twenty-Six Thousand One Hundred Thirty-Six dollars	
	Remaining and in full	Decrease the new contract ng Provisions: I force and effect thent History:	total is Twenty-Six Thousand One Hundred Thirty-Six dollars All other provisions of the Agreement, and prior Amendment(s) if a t as originally stated.	any, shall remain unchang
	Remaining and in full	Decrease the new contract ng Provisions: I force and effect thent History:	total is <u>Twenty-Six Thousand One Hundred Thirty-Six</u> dollars All other provisions of the Agreement, and prior Amendment(s) if a	any, shall remain unchang
	Remaining and in full Amendm	Decrease the new contract ng Provisions: I force and effect nent History: here are no previo	total is Twenty-Six Thousand One Hundred Thirty-Six dollars All other provisions of the Agreement, and prior Amendment(s) if a t as originally stated. us amendments to this Agreement. This contract has previously been	any, shall remain unchang amended as follows:
	Remaining and in full Amendm	Decrease the new contract ng Provisions: I force and effect nent History: here are no previo	All other provisions of the Agreement, and prior Amendment(s) if a t as originally stated. Us amendments to this Agreement. This contract has previously been General Description of Reason for Amendment	amended as follows: Amount of Increase (Decrease)
	Remaining and in full Amendm The No.	Decrease the new contract ring Provisions: I force and effect rent History: There are no previor Date 02/08/2012	All other provisions of the Agreement, and prior Amendment(s) if a t as originally stated. us amendments to this Agreement. This contract has previously been General Description of Reason for Amendment Increase Conflict Resolution Services at Bret Harte MS	amended as follows: Amount of Increase (Decrease) \$ 9,900.00
5.	Remaining and in full Amendm The No. 1	Decrease the new contract ng Provisions: I force and effect tent History: here are no previo Date 02/08/2012 05/02/2012	All other provisions of the Agreement, and prior Amendment(s) if a t as originally stated. us amendments to this Agreement. This contract has previously been General Description of Reason for Amendment Increase Conflict Resolution Services at Bret Harte MS Additional hours needed at Bret Harte MS for CR Peer Mediations	amended as follows: Amount of Increase (Decrease) \$ 9,900.00 \$ 3,600.00
5.	Remaining and in full Amendm The No. 1 2 Approval:	Decrease the new contract ng Provisions: I force and effect tent History: here are no previo Date 02/08/2012 05/02/2012	All other provisions of the Agreement, and prior Amendment(s) if a t as originally stated. us amendments to this Agreement. This contract has previously been General Description of Reason for Amendment Increase Conflict Resolution Services at Bret Harte MS	amended as follows: Amount of Increase (Decrease) \$ 9,900.00 \$ 3,600.00 \$ sapproved. Approval requ
5.	Remaining and in full Amendm The No. 1 2 Approval: signature I	Decrease the new contract ring Provisions: I force and effect the History: There are no previor Date 02/08/2012 05/02/2012 This Agreement by the State Admit	All other provisions of the Agreement, and prior Amendment(s) if a t as originally stated. us amendments to this Agreement. This contract has previously been General Description of Reason for Amendment Increase Conflict Resolution Services at Bret Harte MS Additional hours needed at Bret Harte MS for CR Peer Mediations it is not effective and no payment shall be made to Contractor until it is ninistrator, the Board of Education, and/or the Interim Superintende	amended as follows: Amount of Increase (Decrease) \$ 9,900.00 \$ 3,600.00 \$ sapproved. Approval requ
5.	Remaining and in full Amendm The No. 1 2 Approval: signature I	Decrease the new contract ng Provisions: I force and effect tent History: here are no previo Date 02/08/2012 05/02/2012	All other provisions of the Agreement, and prior Amendment(s) if a t as originally stated. us amendments to this Agreement. This contract has previously been General Description of Reason for Amendment Increase Conflict Resolution Services at Bret Harte MS Additional hours needed at Bret Harte MS for CR Peer Mediations it is not effective and no payment shall be made to Contractor until it is sinistrator, the Board of Education, and/or the Interim Superintende	amended as follows: Amount of Increase (Decrease) \$ 9,900.00 \$ 3,600.00 \$ sapproved. Approval requ
5. 6.	Remaining and in full Amendm The No. 1 2 Approval: signature I	Decrease the new contract ring Provisions: I force and effect tent History: there are no previor Date 02/08/2012 05/02/2012 This Agreement by the State Adm UNIFIED SCHOOL	All other provisions of the Agreement, and prior Amendment(s) if a t as originally stated. us amendments to this Agreement. This contract has previously been General Description of Reason for Amendment Increase Conflict Resolution Services at Bret Harte MS Additional hours needed at Bret Harte MS for CR Peer Mediations t is not effective and no payment shall be made to Contractor until it is ninistrator, the Board of Education, and/or the Interim Superintende L DISTRICT CONTRACTOR	amended as follows: Amount of Increase (Decrease) \$ 9,900.00 \$ 3,600.00 \$ sapproved. Approval required as their designee.
5. 6. O	Remaining and in full Amendm The No. 1 Approval: signature In the No. Approval: signature In the No. President	Decrease the new contract ng Provisions: I force and effect tent History: There are no previor Date 02/08/2012 05/02/2012 This Agreement by the State Adm JNIFIED SCHOOL The Board of Educat	All other provisions of the Agreement, and prior Amendment(s) if a t as originally stated. us amendments to this Agreement. This contract has previously been General Description of Reason for Amendment Increase Conflict Resolution Services at Bret Harte MS Additional hours needed at Bret Harte MS for CR Peer Mediations t is not effective and no payment shall be made to Contractor until it is ninistrator, the Board of Education, and/or the Interim Superintende L DISTRICT CONTRACTOR CONTRACTOR CONTRACTOR	amended as follows: Amount of Increase (Decrease) \$ 9,900.00 \$ 3,600.00 \$ approved. Approval requent as their designee.
5. 6. O	Remaining and in full Amendm The No. 1 Approval: signature In the No. Approval: signature In the No. President	Decrease the new contract ring Provisions: I force and effect tent History: there are no previor Date 02/08/2012 05/02/2012 This Agreement by the State Adm UNIFIED SCHOOL	All other provisions of the Agreement, and prior Amendment(s) if a t as originally stated. us amendments to this Agreement. This contract has previously been General Description of Reason for Amendment Increase Conflict Resolution Services at Bret Harte MS Additional hours needed at Bret Harte MS for CR Peer Mediations t is not effective and no payment shall be made to Contractor until it is ninistrator, the Board of Education, and/or the Interim Superintende L DISTRICT CONTRACTOR CONTRACTOR CONTRACTOR	amended as follows: Amount of Increase (Decrease) \$ 9,900.00 \$ 3,600.00 \$ sapproved. Approval required as their designee.

P.O. No.

P0120317

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Ratification by the Board of Education of Amendment No. 2 of a Professional Services Contract between the District and Yari Sandel, Lafayette, CA, for the latter to provide an additional 134 hours of services for the Conflict Resolution program. Consultant will work with youth to develop best practices for conflict resolution and restorative justice, for an additional amount not to exceed \$3600.00, increasing the contract from \$22,536.00 to \$26,136.00 for the period of October 13, 2011 through June 15, 2012. All other terms of the contract will remain the same.

	SCOPE OF WORK							
Ya	ari A. Ojeda Sandel	will provide a maxim	um of	hours of services at a rate of \$	per hour for a			
total not to exceed \$				2011 and end on 06/15/2012				
1.		s to be Provided: Provide as purchasing and what this Cont		of the service(s) the contractor will pro	ovide. Be specific			
	Consultant will work with yout	h to develop best practices for co	onflict resolut	ion and restorative justice.				
2.	result of the service(s): 1) H children are attending school many more Oakland children	ow many more Oakland childre 95% or more? 3) How many mo have access to, and use, the h	en are gradu re students h nealth service	vices of this Contract? Be specific. lating from high school? 2) How manave meaningful internships and/or pass they need? Provide details of provide THE GOALS OF THE SITE OF	any more Oakland aying jobs? 4) How ogram participation			
The Consultant will provide support to 40-70 youth who are experiencing barriers to learning due and connect them to conflict mediation services. In previous years, almost 100% of these student graduated from high school. The Conflict Resolution program augments other efforts within OUS reduce truancy and foster academic achievement.				dents have				
	includes implementing th		This prog	iolence prevention strategy. The gram will increase the feeling of and graduation rates.				
3.	Alignment with District (Check all that apply.)	Strategic Plan: Indicate the	e goals and v	visions supported by the services of th	is contract:			
	Ensure a high quality instr	uctional core	☐ Pr	repare students for success in college	and careers			
	✓ Develop social, emotional			afe, healthy and supportive schools				
	Create equitable opportun	_	□ Ac	ccountable for quality				
	High quality and effective	instruction	☐ Fu	Ill service community district				

Rev. 6/22/11 v3 Page 5 of 6

4.		lignment with Single Plan for Student Achievement (required if using State or Federal Funds) ease select:								
Action Item included in Board Approved SPSA (no additional documentation required) – Action Item N										
			ion Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager er 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.							

Rev. 6/22/11 v3 Page 6 of 6



CERTIFICATE OF LIABILITY INSURANCE

YARIO-1 OP ID: EX

DATE (MM/DD/YYYY)

10/13/11

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)

_	ertificate holder in lieu of such endors			415-447-4212	CONTA NAME:	СТ				
Iren	e C. Herman Ins. Services			415-447-4181	PHONE			FAX	1-1-	
	e Herman-#0619789 Presidio Avenue			710-771-7101	(A/C, No, Ext): (A/C, No):					-
San	Francisco, CA 94115				ADDRE					NAIC #
Geo	ffrey Herman					Hadford C	asualty Company	RDING COVERAGE		NAIC#
INC	RED Yari Ojeda Sandel					INSURER A :				
INSL	3520 Brook St. #18				INSURE					
	Lafayette, CA 94549				INSURE					
					INSURE	RD:				
					INSURE	RE:				
					INSURE	RF:				
T	VERAGES CER HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY	OF IN	SUR	T, TERM OR CONDITION	OF AN	Y CONTRACT	OR OTHER	DOCUMENT WITH RES	PECT	TO WHICH THIS
E	XCLUSIONS AND CONDITIONS OF SUCH		IES. I	LIMITS SHOWN MAY HAVE		REDUCED BY	PAID CLAIMS.		_	ALL THE TERMS,
LTR		INSR	DVV	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		IMITS	1 000 000
	GENERAL LIABILITY	v		F7CDMBB22CC		40(40)44	40/40/40	DAMAGE TO RENTED	\$	
Α	X COMMERCIAL GENERAL LIABILITY	X	1	57SBMBB3368		10/13/11	10/13/12	PREMISES (Ea occurrence)		300,000
	CLAIMS-MADE X OCCUR							MED EXP (Any one person)	\$	4 000 000
	Business Owners							PERSONAL & ADV INJURY	-	
								GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AC	_	2,000,000
	X POLICY PRO- JECT LOC		_					COMBINED SINGLE LIMIT	\$	
	AUTOMOBILE LIABILITY							(Ea accident)	\$	
	ANY AUTO	Ì						BODILY INJURY (Per perso		
	ALLOWNED SCHEDULED AUTOS							BODILY INJURY (Per accid	_	
	HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATU- TORY LIMITS	TH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLO	YEE \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIN	AIT \$	
Dak	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL land Unified School District is name ne General Liability of the insured.	ES (Att	ach A addi	CORD 101, Additional Remarks S tional insured with resp	ichedule, D ect	lf more space is	required)			
CE	RTIFICATE HOLDER				CANC	ELLATION				
	Oakland Unified School District	ADDITIO	THE	EXPIRATION ORDANCE WI	TH THE POLIC	ESCRIBED POLICIES B EREOF, NOTICE WILL Y PROVISIONS.	. BE	DELIVERED IN		
	900 High St. Oakland, CA 94601					AUTHORIZED REPRESE TO Offrey Geoffrey Herman Herman DN: cn=Geoffrey Herman, o=Irene Herman Insurance Services, ou, email=geoff@ireneinsures.com, c- Date: 2011.10.13 15:27:11 -07:00*				



PROFESSIONAL SERVICES CONTRACT

			AM	IENDMENT ROL	JTING	FORM	1 201	L 1-2	012		
	-2-7				Direction	ns					
ame	Contract Tinsert ti amendme If contract Tinsert ti amendme OUSD corequisitie	increased for and OU he amendment. act total aron with the ontract origina.	by Proc SD contr ent numb mount ha e origina ginator s	ect cannot be provided u	ntil the a eement st amend f work h d in the et to Pro	on modifi dment ent as change item des	cation to er "1," se ed. OUS scription t for app	o origina econd e iD contr i. oroval w	al contract. Inter "2," et ract origina Inthin two we	c.) at the tor creates	top of the s new eating the
	chment			endment packet including				ent For	m		
Che	ecklist			cope of work (be specific a inal contract	is to wha	it is chang	ing)				
OUS	D Staff Contac				lisa.walk	er@ousd.	k12.ca.u	S			
				Contra	tor Infe	ormation					THE STATE OF THE S
Cor	tractor Name	Yari A	Ojeda Sa			's Contac					
	SD Vendor ID			andor	Title	o oomaa	_	ultant			
Stre	et Address	3520 B	rook Stre	eet Apt 18	City	Lafayett	е	5	State CA	Zip	94560
Tele	ephone	(512) 3	63-7363		Email	yaos@a	lumni.is.	berkeley	y.edu		
		Co	mpensa	ation and Terms - Mus	st be wi	thin the	OUSD	Billina	Guideline	s	
Orio	inal Contract		\$ 22,53			I PO Num				20120317	4
	ended Amount		\$3,600			equisition		20	20500		-
-	v Total Contrac		\$ 26,13		Start D		3/2011	10	End Dat		2012
1404	V Total Contrac	StAmount	\$20,13	0.00	Start D	ate 10/1	3/2011		Liid Dai	le 00/13/2	2012
	If you are	planning to n	nulti-fund a	Budg a contract using LEP funds, p	et Infor		ate and Fe	ederal Of	ffice <u>before</u> co	mpleting req	uisition.
F	Resource #	Resource	Name	Or	g Key			0	bject Code	1	Amount
	9121	OFCY Co	nflict	9221	511311				5825	\$3,600.0	0
		Resolut	ion					5825	\$		
									5825	\$	
			•	Approval and Routin	a (in or	der of and	roval et	anel			TO THE STATE OF TH
	itional services a		l contract	amount cannot be provided b					and the Purc	hase Order a	amount has been
	Site Adminis	trator or Mai	nager	Name Barbara McClu	ing		Phone	639334	40	Fax 63	94807
1.	Site / Departm	ent		922/Family, Schools, &	Commu	nity Partn	ership				
	Signature	13100	00	0158/			Date App	roved	5-1-12	2_	
		nager, if usin		nanaged y: State and Federa	I □Quality						fter School Programs
2.	Signature		4				Date App	roved			
Signature							Date App	roved			
3.	Regional or E	xecutive Of	ficer								
0.	Signature	cury	NO CL	viker			Date Appr	oved			-
4.	Deputy Supe	rintendent Ir	struction	nal Leadership / Deputy Sup	perintend	ent Busine	ess Opera	ations			Under \$50,000
	Signature	Mari	a	Santes			Date Appr	roved	5-11	0-12	-
5.				ation Signature on the legal of	contract						
Lega	al Required if no	ot using stan	dard contr	ract Approved			Denied - F	Reason		Date	

PO Number

Procurement

Date Received

Board Office Use: Le	egislative File Info			
File ID Number	12-0840			
Introduction Date	4-25-12			
Enactment Number	12-1087			
Enactment Date	4-25-12/22			



Community Schools, Thriving Students

Memo

To

Board of Education

From

Tony Smith, Ph.D., Superintendent

Tony Smith, Ph.D., Superintender

By: Maria Santos, Deputy Superintendent, Instruction, Leadership &

Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date (To be completed by Procurement)

4-25-12

Subject

Amendment No. 1 to the Professional Services Contract - <u>Yari A. Ojeda Sandel</u> (contractor) - <u>922/Family, Schools, and Community Partnerships Department</u> (site/department)

Action Requested

Ratification of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and <u>Yari A. Ojeda Sandel</u>. Services to be primarily provided to <u>922/Family, Schools, and Community Partnerships Department</u> for the period of <u>October 13, 2011 through June 15, 2012</u>.

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

The City of Oakland Fund for Children and Youth (OFCY) funds the District to implement a conflict resolution program in ten OUSD middle schools. The OUSD Conflict Resolution Program supports the District's goals of increasing school safety and reducing racially disproportionate discipline by resolving conflicts between students which may otherwise result in flights and subsequent suspensions. Conflict resolution has efficiency as an alternative to suspension and is a key component of the District's comprehensive violence prevention plan for middle schools. Specific grant activities include contracting with conflict mediation coordinators to train and coach students to use communication and problem-solving skills to assist their peers in resolving interpersonal conflict.

Discussion One paragraph summary of the scope of work. Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between District and Yari A. Ojeda Sandel, Lafayette, CA, for the latter to provide an additional 366.5 hours of service at Bret Harte Middle School under the direction of the program specialist and in coordination with the site administrator to recruit, train, and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school site for the period of October 13, 2011 through June 15, 2012, in the amount of \$9,900.00, increasing the agreement from \$12,636.00 to a not to exceed amount of \$22,536.00.

Recommendation

Ratification of Professional Services Contract between Oakland Unified School District and Yari A. Ojeda Sandel. Services to be primarily provided to 922/Family, Schools, and Community Partnerships Department for the period of October 13, 2011 through June 15, 2012.

Fiscal Impact

Funding resource name (please spell out) 9121/Oakland Fund for Children and Youth Conflict Resolution in an amount not to exceed \$9,900.00.

Attachments

- Contract Amendment
- Copy of original contract

www.nusd.k12.ca.us

Board Office Use: Leg	gislative File Info.
File ID Number	12-0840
Introduction Date	4-25-12
Enactment Number	12-1087
Enactment Date	4-25-12-02



Community Schools, Thriving Students

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

а	and Y	ari A. Oj	This Amendment is eda Sandel	_(CONTRACTOR). O	the Oakland Unified Schoo JSD entered into an Agreer and the parties agree to ar	nent with CONTRACTOR	
1.	Services:			work is unchanged.	•	of work has changed.	
	expected fir	nal result	s, such as services,	materials, products, an	on of revised scope of world d/or reports; attach addition t agrees to provide the follo	al pages as necessary.	e description of
dired who med that	sultant, will p ction of the P are experier liate conflict t instill leaders	provide are Program S noing bare by practic ship and	n additional 366.5 ho specialist and in coordinates riers to learning due ing effective commu- prepare students for	ours of services at Bret rdination with the site at to conflict. Consultant v unication skills including success in college and	Harte Middle school as a Codministrators, the consultan will also recruit and train 5-1 listening without taking side career. Consultants also covand supportive school env	onflict Resolution Coording ts will provide support to 0 peer mediators, teaching es, problem-solving, interpolated an average of 20-	40-70 youth ing them to rpersonal skills -35 conflict
2.	Terms (du	ration):	The term of the	contract is unchanged.	The term of the	ne contract has changed	
				contract term is exter e is	nded by an additional	(days/we	eks/months),
3.	Compens	ation:	☐ The contract pri	ice is <u>unchanged</u> .	■ The contract	orice has <u>changed</u> .	
	If the	compen	sation has chang	ged: The contract pri	ice is amended by		
					ginal contract amount		
					ginal contract amount		
	and th	e new ce	ontract total is Twe	enty-Two Thousand F	Five Hundred Thirty-Six	dollars (\$22.536.00)
4. 5.	and in full	force an ent Histo	d effect as original ory:	lly stated.	ement, and prior Amenda		
	No.	Date		General Description of	of Reason for Amendment		ount of (Decrease)
						\$	
						\$	
						\$	
	signature by	v the Star	te Administrator, the CHOOL DISTRICT anter Education		contractor Signature Print Name, Title		
	dgar Rakestroard of Educ		Secretary	Date			

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Amendment to a MOU for services between OUSD and Yari A. Ojeda Sandel, Lafayette, CA for the latter to provide an additional 366.5 hours of services at Bret Harte Middle School Under the direction of the Program Specialist and in coordination with the site administrator, the consult will recruit, train, and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school site for the period of October 13, 2011 through June 15, 20.12, in amount Not to Exceed \$9,900.00, all other terms and conditions remain in full force and effect.

	3	COPE OF WORK	
Ya	ari A. Ojeda Sandel will provide	a maximum of 834.66 hours of services at a rate of	of \$ 27.00 per hour for a
tota	al not to exceed \$22,536.00 Services are anticipa	ed to begin on 10/13/2011 and end on 06/15/20	012
1.	Description of Services to be Provided: about what service(s) OUSD is purchasing and what		will provide. Be specific
	The Consultant will provide direct on-site servi collaborating with site staff to identify and recreethnic, and academic diversity of the school. T mediation process, effective communication, pr social skills curricula that teaches empathy, per to help peers involved in a dispute to resolve the coach the peer mediators to conduct an average a safe, healthy and supportive school environments.	it 5-10 peer mediators (11-14 years old) that re the Consultant will provide these students with the oblem solving and aspects of Second Step (a vio- pective, anger management, etc). Peer mediato ir differences and repair their relationship. The of 20-35 conflict mediations, and support the se	flect the racial, raining in the olence prevention/ rs will work in pairs Consultant will chool site in creating
2.	Specific Outcomes: What are the expected or result of the service(s): 1) How many more Oakla children are attending school 95% or more? 3) How many more Oakland children have access to, and u (Students will) and measurable outcomes (Participal contents).	d children are graduating from high school? 2) he hany more students have meaningful internships and se, the health services they need? Provide details	low many more Oakland ad/or paying jobs? 4) How of program participation
	Conflict Resolution program augments other effe • 5-10 Peer mediators in the program will learn how personal feelings and needs, listen without taking	almost 100% of these students have graduated from rts within OUSD to reduce truancy and foster acade	high school. The emic achievement. on skills, express gain experience in civic
3.	(Check all that apply.) Ensure a high quality instructional core Develop social, emotional and physical health	Prepare students for success in © Safe, healthy and supportive sch	college and careers
	Create equitable opportunities for learning High quality and effective instruction	Accountable for quality Full service community district	

Rev. 6/22/11 v3 Page 5 of 6

4.		_	ment with Single Plan for Student Achievement (required if using State or Federal Funds)			
	☐ Action Item included in Board Approved SPSA (no additional documentation required) — Action Item Numl					
			tion Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager ner 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.			
		A	Sign in sheet for meeting in which the SPSA medification was approved			

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Community Schools, Thrising Students

PROFESSIONAL SERVICES CONTRACT

AMENDMENT ROUTING FORM 2011-2012

Directions

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

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

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

Attachment Checklist	Contract amendment packet including Board Memo and Amendment Form Amended Scope of work (be specific as to what is changing) Copy of original contract	
OUSD Staff Contact	Emails about this contract should be sent to: Lisa Walker@ousd k12 cause	

	C	ontractor Info	ormation				
Contractor Name	Yari A. Ojeda Sandel	Agency	's Contact				
OUSD Vendor ID #	1005435	Title		Consultant			
Street Address	3520 Brook Street, Apt. 18	City	Oakland	State	CA	Zip	94560
Telephone	(512) 363-7363	Email yao@alumni.is.berkeley.edu					

Co	mpensation and Ter	ms - Must be within	the OUSD Billin	ng Guidelines	
Original Contract Amount	\$ 12,636.00	Original PO	Number	P12	203179
Amended Amount	\$9,900.00	New Requis	sition#	R02	202937
New Total Contract Amount	\$22,536.00	Start Date	10/13/2011	End Date	06/15/2012

If you ar	e planning to multi-fund a contract	Budget Information using LEP funds, please contact the State	e and Federal Office <u>before</u> co	ompleting requisition.
Resource #	Resource Name	Org Key	Object Code	Amount
9121	OFCY	9221511311	5825	\$9,900.00
	Conflict		5825	\$
	Resolution		5825	\$

	Approval and Routing (in order of approval steps)						
	tional services above original contract a eased by Procurement.	mount cannot be provided before the amendm	nent is fully approved				
	Site Administrator or Manager	Name Barbara McClung	Phone 639334	40 Fax 6397807			
1.	Site / Department 922/Family, Schools, and Community Partnerships						
	Signature Bul CC	cerc	Date Approved				
	Resource Manager, if using funds ma	anaged by: State and Federal Quality, Commun	ity, School Development	Complementary Learning / After School Programs			
2.	Signature		Date Approved				
	Signature		Date Approved				
3.	Regional or Executive Officer						
3.	Signature Leuter 2	faut	Date Approved	3/27/2012			
4.	Deputy Superintendent instructions	al Leadership / Deputy Superintendent Busi	iness Operations	☐ Consultant Aggregate Under \$50,000			
٦.	Signature Massa U	Santer	Date Approved	4-2-2012.			
5. Superintendent or Board of Education Signature on the legal contract							
Lega	al Required if not using standard contra	act Approved	Denied - Reason	Date			
Proc	curement Date Received		PO Number	41203179			





Board Office Use: Le	31314		1 110 11110
File ID Number		-9	1924
Introduction Date	12	15	111
Enactment Number		111	-2480
Enactment Date		17-	14-11



Community Schools, Thriving Students

Memo

The Board of Education

From

Tony Smith, Ph.D., Superintendent

By: Maria Santos, Deputy Superintendent, Instruction, Leadership &

Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by
Procurement)

Subject

12-14-11

Professional Services Contract -

Yari A. Oieda Sandel

(contractor, City State)

922/Family School & Community Partnership

(site/department)

Action Requested

Ratification of a professional services contract between Oakland Unified School

District and Yari A. Ojeda Sandel . Services to

be primarily provided to 922/Family School & Community Partnership for the period of

through 06/15/2012

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

The Oakland Fund for Children and Youth (OFCY) Grant, provided by the City of Oakland, funds the district to implement a conflict resolution program in 10 OUSD middle schools. The OUSD Conflict Resolution program supports the districts goal of reducing racially disproportionate discipline (DMC) by resolving conflicts between students which may otherwise result in fights and subsequent suspensions. Conflict resolution has efficacy as an alternative to suspension and is a key component of the District's comprehensive violence prevention plan for middle schools. Specific grant activities include hiring Conflict Mediation Coordinators to train and coach students to use communication and problem-solving skills to assist their peers in managing and resolving interpersonal conflict.

Discussion One paragraph summary of the scope of work.

Ratification by the Board of Education of a Professional Services Contract between District and Yari A. Ojeda Sandel, Lafayette, CA, for the latter to provide 468 hours of service. OUSD Middle School Conflict Mediation Coordinators will provide services at Montera Middle School - under the direction of the Violence Prevention Program Specialist and in coordination with the site administrators. The Conflict Mediation Coordinators will recruit, train and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school. The Consultant will serve in the capacity of Conflict Mediation Coordinator for the period of October 13, 2011 through June 15, 2012, in an amount not to exceed \$12,636.00.

Recommendation

Ratification of professional services contract between Oakland Unified School

District and Yari A. Ojeda Sandel be primarily provided to 922/Family School & Community Partnership for the period of

through 06/15/2012

Fiscal Impact

Funding resource name (please spell out) OFCY - Oakland Fund for Children and Youth

not to exceed \$ 12,636,00

Attachments

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

File ID Number	11-2926
Introduction Date	12/5/1/
Enactment Number	11 2480
Enactment Date	12-14-11 .



PROFESSIONAL SERVICES CONTRACT 2011-2012

	nis Agreement is entered into between the Oakland Unified School District (OUSD) and Yari A. Ojeda Sandel
fin	CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in nancial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The arties agree as follows:
1.	Services: CONTRACTOR shall provide the services described in Exhibit "A," attached hereto and incorporated herein by reference ("Services" or "Work").
2.	Terms: CONTRACTOR shall commence work on 10/13/2011 , or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later that 06/15/2012
3.	
	exceed Twelve Thousand Six Hundred Thirty-Six Dollars (\$12,636.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.
	If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.
	OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: None
	Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.
	The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.
4.	Submittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
	1. Individual consultants:
	Tuberculosis Clearance - Documentation from health care provider showing negative TB status within the last four years.
	Completion of Pre-Consultant Screening Process - Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
	Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
	 Agencies or organizations: Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5.	Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: None which shall not exceed a total cost of \$ 0.00
6.	CONTRACTOR Qualifications / Performance of Services.
	CONTRACTOR Qualifications. CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and, for regulations, as they may apply.
	Standard of Care. CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

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

Rev. 6/01/11 v2	Requisition No	P.O. No

OUSD Representative: Name: Joanna Locke Name: Yari A. Ojeda Sandel Site /Dept.: 922/Family School & Community Partnership Address: 495 Jones Avenue Oakland, CA 94603 Phone: 639-4289 CONTRACTOR: Name: Yari A. Ojeda Sandel Title: Consultant Address: 3620 Brook Street Apt 18 Lafayette CA 94549 Phone: 639-4289 Phone: (512) 363-7363

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

8. Invoicing

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

- Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
- 2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.
- 9. Status of Contractor: This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

10. Insurance:

- 1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
 - 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.
- Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

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

Contractor initial:

In the event that OUSD, it its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

- No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 21. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 - Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Page 3 of 6

- 22. Limitation of OUSD Liability. Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. Confidentiality. The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 25. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. Contract Contingent on Governing Board Approval: The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Summary of terms and compensation:				
Anticipated start date: 10/13/2011	Work shall be completed by	y: <u>06/15/2012</u> 7	otal Fee: \$ 12,636.0	00
OAKLAND UNIFIED SCHOOL DISTRICT President, Board of Education Superintendent or Designee Secretary, Board of Education	10-24-1/ Date C	onte Actor ontector Signature and A. Ojeda Sandel rint Name, Title	Consultant	Oct. 14th
Celtified: Chatter, &	12/10/11			
Edgar Ramestraw, Jr., Secret		TIVE FILE		

File ID Number 11- 2926
Introduction Date 12-5-11
Enactment Number 11- 2480

Enactment Date 12-14-11

Rev. 6/01/11 v2

Rev. 6/22/11 v3

EXHIBIT "A" Scope of Work

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

Ratification by the Board of Education of a Professional Services Contract between District and Yari A. Ojeda Sandel, Lafayette, CA, for the latter to provide 468 hours of service. OUSD Middle School Conflict Mediation Coordinators will provide services at Montera Middle School - under the direction of the Violence Prevention Program Specialist and in coordination with the site administrators. The Conflict Mediation Coordinators will recruit, train and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school. The Consultant will serve in the capacity of Conflict Mediation Coordinator for the period of October 13, 2011 through June 15, 2012, in an amount not to exceed \$12,636.00.

No.				
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		SCOPE OF	F WORK	
	not to exceed \$12,636.00 Service		m of 468.00 hours of services at a rate of \$ 27.00 per hour for on 10/13/2011 and end on 06/15/2012	ог а
	Description of Services to be about what service(s) OUSD is purchase		description of the service(s) the contractor will provide. Be speci- actor will do.	fic
	collaborating with site staff to ider ethnic, and academic diversity of t mediation process, effective comm social skills curricula that teaches to help peers involved in a dispute coach the peer mediators to conduc	ntify and recruit 5-10 per the school. The Consulta- nunication, problem solvempathy, perspective, a to resolve their differen- ct an average of 20-35 of	e Montera Middle School conflict resolution program by eer mediators (11-14 years old) that reflect the racial, tant will provide these students with training in the ving and aspects of Second Step (a violence prevention/anger management, etc). Peer mediators will work in pairs nees and repair their relationship. The Consultant will conflict mediations, and support the school site in creating dents through the framework of restorative practices.	
1	result of the service(s): 1) How many children are attending school 95% or many more Oakland children have ac	y more Oakland children more? 3) How many more seess to, and use, the hea	om the services of this Contract? Be specific. For example, a are graduating from high school? 2) How many more Oakla students have meaningful internships and/or paying jobs? 4) Health services they need? Provide details of program participal able to). NOT THE GOALS OF THE SITE OR DEPARTMEN	and low tion
	to conflict mediation services. In Conflict Resolution program augr • 5-10 Peer mediators in the program personal feelings and needs, lister participation within their school college and future careers.	previous years, almost 10 ments other efforts within will learn how to: be a pen without taking sides, pro- community. These efforts	experiencing barriers to learning due to conflict and connect the 100% of these students have graduated from high school. The 10USD to reduce truancy and foster academic achievement, ser leader, practice effective communication skills, express oblem-solve, improve school climate, and gain experience in cive support students in the program to be prepared for success in	
		rriculum. This program v	violence prevention strategy. The strategy also includes will increase the feeling of safety and support in participating	
3.	Alignment with District Strate (Check all that apply.)	gic Plan: Indicate the g	goals and visions supported by the services of this contract:	
	Ensure a high quality instructional of	core	Prepare students for success in college and careers	
Ī	Develop social, emotional and phys	sical health	Safe, healthy and supportive schools	
	Create equitable opportunities for le	earning	Accountable for quality	
	High quality and effective instruction	'n	Full service community district	

Page 5 of 6

		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.					

CERTIFICATE OF LIABILITY INSURANCE

YARIO-1

OP ID: EX DATE (MM/DD/YYYY)

10/13/11

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(les) 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). 415-447-4212 CONTACT PRODUCER Irene C. Herman Ins. Services Irene Herman-#0619789 PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No): 415-447-4181 422 Presidio Avenue San Francisco, CA 94115 INSURER(S) AFFORDING COVERAGE Geoffrey Herman NAIC # Hartford Casualty Company INSURER A INSURED Yari Qieda Sandel INSURER B 3520 Brook St. #18 Lafayette, CA 94549 INSURER C INSURER D 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. ADDL SUBR TYPE OF INSURANCE POLICY NUMBER LIMITS GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 1,000,000 X COMMERCIAL GENERAL LIABILITY 57SBMBB3368 A X 10/13/11 10/13/12 300,000 2 CLAIMS-MADE X OCCUR 10,000 MED EXP (Any one person) \$ **Business Owners** 1,000,000 PERSONAL & ADV INJURY S 2,000,000 GENERAL AGGREGATE 5 GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 PRODUCTS - COMP/OP AGG 5 X POLICY PRO-JECT OMBINED SINGLE LIMIT AUTOMOBILE LIABILITY (Ea accident) BODILY INJURY (Per person) ANY AUTO \$ ALL OWNED SCHEDULED BODILY INJURY (Per accident) \$ AUTOS NON-OWNED AUTOS PROPERTY DAMAGE (Per accident) 2 HIRED AUTOS S UMBRELLA LIAB EACH OCCURRENCE S OCCUR EXCESS LIAB CLAIMS-MADE AGGREGATE \$ DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY WC STATU-TORY LIMITS ER ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT 2 (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - FA EMPLOYEE S 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. CANCELLATION **CERTIFICATE HOLDER ADDITIO** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Oakland Unifled School **District** 900 High St. AUTHORIZED REPRESENTE OTTEV

ACORD 25 (2010/05)

Oakland, CA 94601

The ACORD name and logo are registered marks of ACORD

Geoffrey Herman

DN: cn=Geoffrey Herman, o=irene

Herman Insurance Services, ou, email=geoff@ireneinsures.com_c=US Date: 2011,10.13 15;27:11 -07'00'

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Community Schools, Thehing Saudenta PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

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Board Office Use: Leg	islative File Info.
File ID Number	1-2924
Introduction Date	12/5/11
Enactment Number	1112480
Enactment Date	12-14-11



Memo

To

The Board of Education

From

Tony Smith, Ph.D., Superintendent

By: Maria Santos, Deputy Superintendent, Instruction, Leadership &

Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by
Procurement)

12-14-11

Subject

Professional Services Contract -

Yarl A. Ojeda Sandel Lafayette CA (contractor, City State)

922/Family School & Community Partnership (site/department)

Action Requested

Ratification of a professional services contract between Oakland Unified School District and Yari A. Ojeda Sandel ... Services to be primarily provided to 922/Family School & Community Partnership for the period of 10/13/2011 ... through 06/15/2012 ...

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

The Oakland Fund for Children and Youth (OFCY) Grant, provided by the City of Oakland, funds the district to implement a conflict resolution program in 10 OUSD middle schools. The OUSD Conflict Resolution program supports the districts goal of reducing racially disproportionate discipline (DMC) by resolving conflicts between students which may otherwise result in fights and subsequent suspensions. Conflict resolution has efficacy as an alternative to suspension and is a key component of the District's comprehensive violence prevention plan for middle schools. Specific grant activities include hiring Conflict Mediation Coordinators to train and coach students to use communication and problem-solving skills to assist their peers in managing and resolving interpersonal conflict.

Discussion
One paragraph
summary of the
scope of work.

Ratification by the Board of Education of a Professional Services Contract between District and Yari A. Ojeda Sandel, Lafayette, CA, for the latter to provide 468 hours of service. OUSD Middle School Conflict Mediation Coordinators will provide services at Montera Middle School - under the direction of the Violence Prevention Program Specialist and in coordination with the site administrators. The Conflict Mediation Coordinators will recruit, train and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school. The Consultant will serve in the capacity of Conflict Mediation Coordinator for the period of October 13, 2011 through June 15, 2012, in an amount not to exceed \$12,636.00.

Recommendation

Ratification of professional services contract between Oakland Unified School District and Yari A. Ojeda Sandel . Services to be primarily provided to 922/Family School & Community Partnership for the period of 10/13/2011 through 06/15/2012 .

Fiscal Impact

Funding resource name (please spell out) OFCY - Oakland Fund for Children and Youth not to exceed \$ 12.636.00

Attachments

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

File ID Number	11-2926
Introduction Date	12/5/1/
Enactment Number	11-2480
Enactment Date	12-14-11 1



PROFESSIONAL SERVICES CONTRACT 2011-2012

This Agreement is entered into between the Oakland Unified School District (OUSD) and Yari A. Ojeda Sandel
(CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice is
financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competer
to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. Th
parties agree as follows:

fin to	ONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in ancial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The integrated as follows:
1.	Services: CONTRACTOR shall provide the services described in Exhibit "A," attached hereto and incorporated herein by reference ("Services" or "Work").
2.	Terms: CONTRACTOR shall commence work on 10/13/2011 , or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/15/2012
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Twelve Thousand Six Hundred Thirty-Six Dollars (\$ 12,636.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.
	If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.
	OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: None
	Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.
	The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.
4.	Submittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following: 1. Individual consultants:
	■ Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
	Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
	■ Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
	 Agencies or organizations: Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5.	Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: None which shall not exceed a total cost of \$ 0.00
6.	CONTRACTOR Qualifications / Performance of Services.
	CONTRACTOR Qualifications. CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and,/or regulations, as they may apply.
	Standard of Care. CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a

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 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

Rev. 6/01/11 v2	Requisition No.	P.O. No.

profession for services to California school districts.

OUSD Representative:	CONTRACTOR:				
Name: Joanna Locke	Name: Yari A. Ojeda Sandel Title: Consultant Address: 3520 Brook Street Apt 18				
Site /Dept.: 922/Family School & Community Partnership					
Address: 495 Jones Avenue					
Oakland, CA 94603	Lafayette CA 94549				
Phone: 639-4289	Phone: (512) 363-7363				

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

B. 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: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
- 2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.
- Status of Contractor: This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

10. Insurance:

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

Check one of the boxes below:

- ☐ CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.
- iii. 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

Rev. 6/01/11 v2

- CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- 11. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

Page 2 of 6

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

Contractor initial:

In the event that OUSD, h its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

- 20. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 21. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 - Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

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- 22. Limitation of OUSD Liability. Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. Confidentiality. The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 25. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. Contract Contingent on Governing Board Approval: The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Summary of terms and compensation: Anticipated start date: 10/13/2011	Work shall be complete	ted by: 06/15/2012 Total Fee: \$ 12,636.00
Anticipated start date. 10/10/2011	WOLK SHAIL DO COMPICE	10tal 1 00. 9 -2,00000
OAKLAND UNIFIED SCHOOL DISTRICT President, Board of Education Superintendent or Designee	10-24-11 Date	Contractor Signature Date Date
Secretary, Board of Education	Date	Yari A. Ojeda Sandel Consultant Print Name, Title
Collified:	12/18/11	

Edgar Ranestraw, Jr., Secretary Board of Education

LEGISLATIVE FILE

File ID Number 11- 2926 Introduction Date 12-5-11
Enactment Number 11-2480 Enactment Date 12-14-11 13

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Ratification by the Board of Education of a Professional Services Contract between District and Yari A. Ojeda Sandel, Lafayette, CA, for the latter to provide 468 hours of service. OUSD Middle School Conflict Mediation Coordinators will provide services at Montera Middle School - under the direction of the Violence Prevention Program Specialist and in coordination with the site administrators. The Conflict Mediation Coordinators will recruit, train and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school. The Consultant will serve in the capacity of Conflict Mediation Coordinator for the period of October 13, 2011 through June 15, 2012, in an amount not to exceed \$12,636.00.

	SCOPE OF WORK
Ya	ri A. Ojeda Sandel will provide a maximum of 468.00 hours of services at a rate of \$27.00 per hour for
tota	not to exceed \$12,636.00 Services are anticipated to begin on 10/13/2011 and end on 06/15/2012
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 <i>this</i> Contractor will do.
	The Consultant will provide direct on-site services for the Montera Middle School conflict resolution program by collaborating with site staff to identify and recruit 5-10 peer mediators (11-14 years old) that reflect the racial, ethnic, and academic diversity of the school. The Consultant will provide these students with training in the mediation process, effective communication, problem solving and aspects of Second Step (a violence prevention/social skills curricula that teaches empathy, perspective, anger management, etc). Peer mediators will work in pairs to help peers involved in a dispute to resolve their differences and repair their relationship. The Consultant will coach the peer mediators to conduct an average of 20-35 conflict mediations, and support the school site in creating a safe, healthy and supportive school environment for students through the framework of restorative practices.
2.	Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as 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.
	 The Consultant will provide support to 40-70 youth who are experiencing barriers to learning due to conflict and connect them to conflict mediation services. In previous years, almost 100% of these students have graduated from high school. The Conflict Resolution program augments other efforts within OUSD to reduce truancy and foster academic achievement. 5-10 Peer mediators in the program will learn how to: be a peer leader, practice effective communication skills, express personal feelings and needs, listen without taking sides, problem-solve, improve school climate, and gain experience in civic participation within their school community. These efforts support students in the program to be prepared for success in college and future careers.
	 Conflict Resolution education is part of the District's overall violence prevention strategy. The strategy also includes implementing the Second Step curriculum. This program will increase the feeling of safety and support in participating schools and aid in raising attendance and graduation rates.
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 Prepare students for success in college and careers
	Develop social, emotional and physical health Safe, healthy and supportive schools
	Create equitable opportunities for learning

Full service community district

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High quality and effective instruction

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. 4. Sign-in sheet for meeting in which the SPSA modification was approved.

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Community Schools, Thehing Students PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

	Addi	tional dire	ctions an	d related do	Basic ocuments are in th		ctions	tions L	ibrary i	(http://i	ntranet.o	usd.k12.	ca.us)		
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Telepl	hone	(512)	363-736	3		Ema	ail	yaos@	almun	i.ls.ber	keley.ed	u			
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	Signature Jame Talle Date Approve									1					
_	Resource Manager, if using funds managed by: State and Federal Quality, Community, School Development Complementary Learning / After School Programs														
2.	Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (S								-	T T					
	Signature Date Appro								-						
	Signature (If using multiple restricted resources) Date Approx							oved							
2 [Regional Executive Officer Services described in the scope of work align with needs of department or school site Consultant is qualified to provide services described in the scope of work														
	Signature Date Ap								Appro	ved	T				
30	Deputy Superintendent Instructional Leadership / Deputy Superintendent						ent Busine	The second secon				onsultant Aggregate Under \$50,000			
4.	Signature Maria Dantos							Date	Date Approved 10 - 24 - 11						
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