

Board Office Use: Legislative File Info.	
File ID Number	14-1012
Introduction Date	6/11/14
Enactment Number	14-0948
Enactment Date	6/11/14



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

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

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

Board Meeting Date _____
(To be completed by Procurement)

Subject Professional Services Contract Amendment - 2
Kusum Crimmel Oakland CA (Contractor, City/State) -
Oakland Technical High School (site/department)

Action Requested Ratification by the Governing Board of the amendment to the professional services contract between the District and Kusum Crimmel. Services to be primarily provided to Oakland Technical High School for the period of 8/5/2013 through 06/13/2014, in an amount not to exceed \$ 6,888.00.

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

The California Safe and Supportive Schools Programmatic Intervention Grant is provided to select high schools for the purpose of improving a school's culture and climate index as indicated by student, staff, and parent responses on the California Healthy Kids Survey (CHKS). To support the improvement of school climate as outlined by the California Department of Education, funding is provided to implement targeted programs and fund associated staffing. This contract funds the Positive Behavior Support component of the Oakland Tech S3 Grant in the capacity of Restorative Justice Coordinator for year three of implementation, which is the final year of the grant.

Discussion
One paragraph summary of the amended scope of work.

The amendment provides an additional 168 hours of Restorative Justice coordination, including the development and management of a peer leadership program to train and support student-led conflict mediation utilizing restorative practices. Contractor also will implement restorative practices that offer alternatives to suspension in alignment with the voluntary resolution plan (VRP), will support teacher-led circles, and will facilitate the re-entry of students returning from suspension, expulsion, and incarceration utilizing Circles of Support and Accountability. Contractor will serve in this capacity.

Recommendation Ratification by the Governing Board of the amendment to the professional services contract between the District and Kusum Crimmel. Services to be primarily provided to Oakland Technical High School for the period of 8/5/2013 through 06/13/2014, in an amount not to exceed \$ 6,888.00.

Fiscal Impact Funding resource name (please spell out) Title 1
not to exceed \$ 6,888.00

Attachments

- Contract Amendment
- Copy of original contract

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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

AMENDMENT NO. 2
TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Kusum Crimmel (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on August 5, 2013, and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work has changed. ONLY the funding source has changed.

If the scope of work has changed: Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.

Revised scope of work attached. OR, The CONTRACTOR agrees to provide the following amended services:

The amendment provides an additional 168 hours of Restorative Justice coordination, including the development and management of a peer leadership program to train and support student-led conflict mediation utilizing restorative practices. Contractor also will implement restorative practices that offer alternatives to suspension in alignment with the voluntary resolution plan (VRP), will support teacher-led circles, and will facilitate the re-entry of students returning from suspension, expulsion, and incarceration utilizing Circles of Support and Accountability.

2. **Terms (duration):** The term of the contract is unchanged. The term of the contract has changed.

If the term has changed: The contract term is extended by an additional 5 weeks (days/weeks/months), and the amended expiration date is 06/13/2014.

3. **Compensation:** The contract price is unchanged. The contract price has changed.

If the compensation has changed: The contract price is amended by

Increase of \$ 6,888.00 to original contract amount

Decrease of \$ _____ to original contract amount

and the new contract total is Eighty-three thousand, three hundred twelve----- dollars (\$ 83,312.00)

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

5. **Amendment History:**

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	02/16/2014	Additional funds received to increase the number of hours of service	\$ 36,900.00
			\$
			\$

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

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos 5/21/14
 President, Board of Education
 Superintendent or Designee
Edgar Rakestraw, Jr. 6/12/14
 Secretary
 Board of Education

CONTRACTOR

[Signature] 4/10/14
 Contractor Signature Date
Kusum Crimmel, PBIS & Conflict mediator,
 Print Name, Title
Contractor/owner

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

The amendment provides an additional 168 hours of Restorative Justice coordination, including the development and management of a peer leadership program to train and support student-led conflict mediation utilizing restorative practices. Contractor also will implement restorative practices that offer alternatives to suspension in alignment with the voluntary resolution plan (VRP), will support teacher-led circles, and will facilitate the re-entry of students returning from suspension, expulsion, and incarceration utilizing Circles of Support and Accountability. Contractor will serve in this capacity.

SCOPE OF WORK

Kusum Crimmel will provide a maximum of 168.00 hours of services at a rate of \$41.00 per hour for a total not to exceed \$6,888.00. Services are anticipated to begin on 8/5/2013 and end on 06/13/2014.

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

The contractor will increase the number of students receiving supports in connection with the S3 School Climate Grant in an effort to reduce suspension, substance abuse, bullying and other forms of harassment and violence, and foster student leadership. Within the framework of Response to Intervention (RTI), the contractor will develop a school-wide Restorative Justice program in conjunction with Positive Behavioral Intervention and Support (PBIS) for Oakland Tech students, staff, and families to reduce disproportionality in suspensions and unwarranted referrals to special education. The contractor will train peer mediators to provide mediation in response to minor offenses and to resolve peer conflicts and repair harms caused, and implement restorative justice practices including community-building circles. Contractor will facilitate associated family and community conferences as an alternative to suspension, and circles to support the re-entry of students returning from expulsion and incarceration. Contractor will maintain documentation of students served and assist in the evaluation of outcomes related to interventions provided.

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

The contractor's services will be available to the entire Oakland Tech student body of 1,900 students, with a minimum of 100 students receiving direct service during the first year. As a result of these services, Oakland Tech will measure a 10% reduction in racially disproportionate suspensions, a 10% increase in the number of students who report feeling connected to the school, a decrease in the number of students who report personal harassment or bullying on school property, a decrease in the percentage of students who report (30-day) alcohol use, and an overall improvement in the school climate index as measured by the California Healthy Kids Survey (CHKS).

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

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

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

Please select:

Action Item included in Board Approved SPSA (no additional documentation required) – Action Item Number: _____

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

1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

CSSSP MODIFICATION

State and Federal Compliance - CSSSP Modifications 2013-14

School Site #	305		School Name	Oakland Tech JG 5/6/2014							
#	SSC Approval Date	Priority Area	Student Group Impacted	Item #	Strategic Action	Resource	Object Name	Object Code	Position Code	FTE	Budget Amount
1	5/5/2014	2A: School Culture (including Meaningful Student Engagement)	All Students	New Item	Expand the services of the conflict management consultant who was funded initially under the Safe & Supportive Schools grant to provide additional hours of service between May 9 and June 13, 2014.	3010 - Title I	CONSULT	5825			\$7,000.00
2	5/5/2014	2B: Health & Wellness	All Students	New Item	Expand the services of the two current drug intervention counselor consultants who were funded initially under the Safe & Supportive Schools grant to provide additional hours of service between May 9 and June 13, 2014, to reduce the level of substance abuse among students and increase academic performance.	3010 - Title I	CONSULT	5825			\$10,000.00
3	5/5/2014	4A: Family & Community Engagement	All Students	New Item	Expand the services of the current parent liaison who was funded initially under the Safe & Supportive Schools grant to provide additional hours of service between May 9 and June 13, 2014, to increase the level of parent involvement.	3010 - Title I	CONSULT	5825			\$8,000.00
4	5/5/2014	2A: School Culture (including Meaningful Student Engagement)	All Students	New Item	Provide teachers and consultants to lead a summer bridge program for incoming 9th grade students that will assist them in forming caring relationships and adopting the school's high expectations for achievement and behavior.	3010 - Title I	CONSULT TEACHER SALARIES STIPENDS	5825; 1120			\$15,000.00

IMPORTANT MEETING

Collaborative School Site Council

Monday, May 5, 2014

6:00 – 7:30 p.m.

Oakland Tech Library

The CSSC monitors the implementation of the school site plan for student achievement, evaluates the results, and modifies the site plan as needed.

AGENDA

1. Call to Order
2. Reading & Approval of Minutes of April 7, 2014
3. DAC Representative Report
4. Discuss and approve modifications to 2013-2014 Community Schools Strategic Site Plan
5. Next meeting date
6. Public Comment
7. Announcements
8. Adjournment

Posted: Friday, May 2, 2014



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Together, We Are Building

a full-service community school district that serves the whole child,
eliminates inequity and provides each child with an excellent teacher, every day

The next regular meeting of the Collaborative School Site Council will be on Monday, June 2, 2014, 6:00 -7:30 p.m., at the Champa Garden Restaurant, 2102 8th Avenue, Oakland.



**OAKLAND
TECHNICAL
HIGH SCHOOL**

Collaborative School Site Council Minutes

May 5, 2014, 6:00-7:30 p.m.
Oakland Tech Library

Meeting: Regular Monthly Meeting	Called by: Staci Ross-Morrison, Principal	Facilitator: Jeremy Grossman, Chair	Recorder: Laura Hayes
Present: (By-laws require 9 for quorum)	Parents [√] Lisa Ray (2 nd year) [√] Christina Trujillo (1 st year) [√] Deatra Sherman (1 st year) [] Bruce Kariya (alt., 1 st year) [] Terry Cullinane (alt., 1 st year) Community [√] Linda Brown (2 nd year) [√] Tarik Scott (1 st year, alt.) Students [] Niamh Collins (2 nd year) [] Anya Ku (1 st year) [] Edgar Sanchez (1 st year) [] Vivian Tran (2 nd year) [] Stephanie Brown (alt., 1 st year) [] Vacancy (alt., 1 st year)	Principal [√] Staci Ross-Morrison Classroom Teachers [√] Judy Bojorquez (1 st year) [] Marylouisa Davidson (2 nd year) [√] Jeremy Grossman (2 nd year) [√] Laura Hayes (1 st year) [] Sonja Travick (1 st year) [] Harry Pasternak (alt., 1 st year) [] Vacancy (alt., 1 st year) Other School Staff [] Dora Hopson (1 st year) [√] Jacqueline Johnson (1 st year) [] Barbara Allen (alt., 2 nd year) [√] Dawn Humphrey (alt., 1 st year)	

CSSC Officers (2013-2014):
Chair – Jeremy Grossman
Vice Chair – Linda Brown
Recording Secretary – Laura Hayes
Corresponding Secretary – Judy Bojorquez
Parliamentarian – Jacqueline Johnson

Other:

TOPICS FOR CSSC		
<input type="checkbox"/> Establishment and elections <input type="checkbox"/> Evaluate the effectiveness of the school plan (CSSSP) <input type="checkbox"/> Obtain input on priorities <input type="checkbox"/> Review academic plan	<input type="checkbox"/> Develop school climate needs assessment <input type="checkbox"/> Develop physical environment needs assessment <input type="checkbox"/> Develop/modify budget <input type="checkbox"/> Review attendance and discipline data	<input type="checkbox"/> Monitor plan implementation <input type="checkbox"/> Review/analyze student achievement data <input type="checkbox"/> Develop/modify school plan (CSSSP) <input type="checkbox"/> Recommend plan for board approval

COLLABORATIVE SCHOOL SITE COUNCIL MEETING			
Topic	Notes/Comments	Action	Follow-

			up
1. Call to Order/Welcome/Introductions Establish Quorum	<ul style="list-style-type: none"> Mr. Grossman called the meeting to order at 6:23 p.m. A quorum was present. 		
2. Reading & Approval of Minutes of April 7, 2014	<ul style="list-style-type: none"> The minutes of the previous CSSC meeting were distributed and read. The date was corrected, as well as the spelling of Tarik Scott's name. 	Motion: To approve the minutes of Monday, April 7, 2014, as corrected; second; carried.	
3. DAC Representative Report	<ul style="list-style-type: none"> No DAC updates. 		
4. Discuss and approve modifications to 2013-2014 Community Schools Strategic Site Plan	<ul style="list-style-type: none"> The school has received a midyear adjustment allocation of Title I funds for the current school year. The total of the midyear adjustment plus current Title I surplus is \$67,500. Needs: The school has contracted with four consultants to provide supplemental support for students and parents this year: conflict mediation specialist; parent liaison; and two drug intervention counselors. The funding runs out the first week of May, and \$25,000 is required to keep these consultants on staff through the last day of school. \$30,000 to pay teachers and consultants to teach and work with incoming 9th grade students during the 2014 summer bridge program, in order to prepare them to be successful in high school and meet state standards and graduation requirements. \$12,500 for supplemental instructional books, materials and supplies. If the full \$30,000.00 cannot be used for costs of the 2014 summer bridge, then the balance needs to be allocated for supplemental supplies, books, and materials. Proposed modifications to the CSSSP: Expand the services of the conflict management consultant who was funded initially under the Safe & Supportive Schools grant to provide additional hours of service between May 9 and June 13, 2014, in the amount of \$7,000.00. Expand the services of the two current drug intervention counselor consultants who were funded 	<p>Motion: That the CSSSP proposed modifications be approved, and that the midyear adjustment plus surplus in Title I funds, totaling \$67,000.00, be allocated, as follows: \$25,000.00 for consultants who work with students as intervention counselors and parent liaison; Up to \$30,000.00 for teachers and consultants to teach and work with 9th grade students during the 2014 summer bridge programs, and if less than \$30,000.00 is required for this purpose, then the balance to be allocated for supplemental instructional books, materials, supplies, and equipment; \$12,500.00 for supplemental instructional books, materials, supplies, and equipment, apportioned as necessary by the school; second; carried.</p>	

	<p>initially under the Safe & Supportive Schools grant to provide additional hours of service between May 9 and June 13, 2014, to reduce the level of substance abuse among students and increase academic performance, in the amount of \$10,000.00.</p> <ul style="list-style-type: none"> • Expand the services of the current parent liaison who was funded initially under the Safe & Supportive Schools grant to provide additional hours of service between May 9 and June 13, 2014, to increase the level of parent involvement, in the amount of \$8,000.00. • Provide teachers and consultants to lead a summer bridge program for incoming 9th grade students that will assist them in forming caring relationships and adopting the school's high expectations for achievement and behavior, in the amount of \$30,000.00. Any funds not spent on summer bridge need to be allocated for supplies. • Provide supplemental instructional books, materials, supplies, and equipment to assist students in achieving at high levels and completing graduation requirements, in the amount of \$12,500.00. 		
5. Next Meeting Date	<ul style="list-style-type: none"> • Monday, June 2, 2014, at 6:00pm, at Champa Garden. 		
6. Public Comment	<ul style="list-style-type: none"> • None 		
7. Announcements	<ul style="list-style-type: none"> • BUILD Business Plan Competition is on May 18th at Haas School of Business. 		
8. Adjournment	<ul style="list-style-type: none"> • Mr. Grossman adjourned the meeting at 6:43pm. 	Motion: To adjourn the meeting; second; carried.	

Signature of Secretary _____

Date _____

ORIGINAL CONTRACT

Board Office Use: Legislative File Info.	
File ID Number:	13-2685
Introduction Date:	12/11/2013
Enactment Number:	13-2501
Enactment Date:	12/11/2013



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To: Board of Education

From: GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent

Board Meeting Date: 12/11/2013

Subject: Professional Service Contract

Contractor: Kusum Crimmel of Oakland, CA

Services for: 305-OAKLAND TECHNICAL

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Kusum Crimmel, Oakland, CA, for the latter to provide: 964 hours of Restorative Justice coordination, including the development and management of a peer leadership program to train and support student-led conflict mediation utilizing restorative practices. Contractor also will implement restorative practices that offer alternatives to suspension in alignment with the voluntary resolution plan (VRP), will support teacher-led circles, and will facilitate the re-entry of students returning from suspension, expulsion, and incarceration utilizing Circles of Support and Accountability. Contractor will serve in this capacity for the period of 08/05/2013 through 12/31/2013 in an amount not to exceed \$39,524.00.

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

The California Safe and Supportive Schools Programmatic Intervention Grant is provided to select high schools for the purpose of improving a school's culture and climate index as indicated by student, staff, and parent responses on the California Healthy Kids Survey (CHKS). To support the improvement of school climate as outlined by the California Department of Education, funding is provided to implement targeted programs and fund associated staffing. This contract funds the Positive Behavior Support component of the Oakland Tech S3 Grant in the capacity of Restorative Justice Coordinator for year three of implementation, which is the final year of the grant.

Discussion:
(QUANTIFY what is being purchased.)

964 hours of Restorative Justice coordination, including the development and management of a peer leadership program to train and support student-led conflict mediation utilizing restorative practices. Contractor also will implement restorative practices that offer alternatives to suspension in alignment with the voluntary resolution plan (VRP), will support teacher-led circles, and will facilitate the re-entry of students returning from suspension, expulsion, and incarceration utilizing Circles of Support and Accountability. Contractor will serve in this capacity

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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Fiscal Impact: Funding resources below not to exceed \$39,524.00

\$39,561.60 S3 Safe & Supportive Schools

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

Board Office Use: Legislative File Info.	
File ID Number	13-2685
Introduction Date	12/11/2013
Enactment Number	13-2501
Enactment Date	12/11/2013



OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

Kusum Crimmel

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

1. **Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 08/05/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400.00, whichever is later. The work shall be completed no later than 12/31/2013.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Thirty-nine Thousand, Five Hundred Twenty-four Dollars (\$39,524.00) [per fiscal year], at an hourly billing rate not to exceed \$41.00 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: No Reimbursements.

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

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

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

5. **CONTRACTOR Qualifications / Performance of Services:**

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

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

6. **Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
7. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

OUSD Representative:

Name: STACI ROSS-MORRISON
Site /Dept.: 305-OAKLAND TECHNICAL
Address: 4351 Broadway
Oakland, CA 94611
Phone: 510-450-5400

CONTRACTOR:

Name: Kusum Crimmel
Title: Owner
Address: 3167 Eastman Ave.
Oakland, CA 94619
Phone: (510) 450-5400

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

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

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

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

Check one of the boxes below:

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

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

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

OR

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

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

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

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
17. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
18. **Conduct of CONTRACTOR:** CONTRACTOR will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

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

19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

Professional Services Contract

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

23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

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

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

24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/epls/search.do>)

25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.

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

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

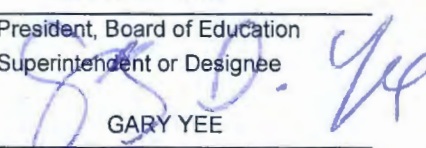
28. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

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

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

MARIA SANTOS	09/04/2013
<input type="checkbox"/> President, Board of Education	Date
<input checked="" type="checkbox"/> Superintendent or Designee	
	
GARY YEE	12/12/2013
Secretary, Board of Education	Date

Kusum Crimmel	11/12/2013
Contractor eSignature	Date
Kusum Crimmel, Owner	
Print Name, Title	

EXHIBIT "A" SCOPE OF WORK

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

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

The contractor will increase the number of students receiving supports in connection with the S3 School Climate Grant in an effort to reduce suspension, substance abuse, bullying and other forms of harassment and violence, and foster student leadership. Within the framework of Response to Intervention (RTI), the contractor will develop a school-wide Restorative Justice program in conjunction with Positive Behavioral Intervention and Support (PBIS) for Oakland Tech students, staff, and families to reduce disproportionality in suspensions and unwarranted referrals to special education. The contractor will train peer mediators to provide mediation in response to minor offenses and to resolve peer conflicts and repair harms caused, and implement restorative justice practices including community-building circles. Contractor will facilitate associated family and community conferences as an alternative to suspension, and circles to support the re-entry of students returning from expulsion and incarceration. Contractor will maintain documentation of students served and assist in the evaluation of outcomes related to interventions provided.

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

The contractor's services will be available to the entire Oakland Tech student body of 1,900 students, with a minimum of 100 students receiving direct service during the first year. As a result of these services, Oakland Tech will measure a 10% reduction in racially disproportionate suspensions, a 10% increase in the number of students who report feeling connected to the school, a decrease in the number of students who report personal harassment or bullying on school property, a decrease in the percentage of students who report (30-day) alcohol use, and an overall improvement in the school climate index as measured by the California Healthy Kids Survey (CHKS).

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

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

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

Please select:

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

– Item Number(s): Not Applicable
No Restricted Funds

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

1. Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.



ContractsOnline: Contract Waiver Summary

Site Number-Name: 305-OAKLAND TECHNICAL

Principal / Department Head: STACI ROSS-MORRISON

Contractor Name: Kusum Crimmel

Business Name: Kusum Crimmel

Contract Type: Standard

Anticipated Start Date: 08/05/2013

Contract End Date: 12/31/2013

Rate Type: HOURLY

Contract Amount: \$39,524.00

Applicable Waivers

Approved by Risk Management

Insurance-Reduction Waiver Status: NA

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

Other Reduction Amount: NA

Approval Date:

Approved by Deputy Superintendent

Billing Waiver Status: NA

Approval Date:

Fingerprint Waiver Status: NA

Approval Date:

TB Test Waiver Status: NA

Approval Date:

kusum crimmel

3167 eastman ave • oakland ca 94619
(510) 220-1589 • kusumcimmel@gmail.com

Education

San Jose State, San Jose, CA • Graduated May, 2008

Masters of Social Work & Pupil Personnel Services Credential (PPSC)

UC Santa Barbara, Santa Barbara, CA • Graduated June, 2000

B.A. in Cultural Anthropology & Global Studies

Professional Experience

Oakland Unified School District (Oakland Technical High School) • Oakland, CA

Case Manager/ Program Manager • July 2012 – Current

- Program development and implementation for conflict mediation and school culture/PBIS
- Facilitate several support groups for young girls
- Collaborated with team members to strategize needs and offer support services to students
- Offered individual therapeutic sessions and crisis management to students in need
- Developed and implemented summer leadership program for students

Oakland Unified School District (Oakland Technical High School) • Oakland, CA

School Social Worker • September 2008 - June 2012

- Individual therapy to students in the Counseling Enriched Special Day Class
- Co-facilitate an all girls therapeutic support group at Oakland Technical High School
- Write treatment plans and support other staff with IEP's for students
- Support student when needs arise, such as emotional or educational needs
- Family therapy & support when needed

San Francisco Unified School District • San Francisco, CA

Intern Therapist • September 2007 - June 2008

- Individual therapy with students at June Jordan School for Equity High School and Everett Middle School
- Family therapy & support when needed
- Assessment and referral for outside services when needed
- Attend IEP, SST and other school related meetings
- Collaborated with school staff in supporting students' success

Independent Living Skills Program • San Francisco, CA

Life Skills Instructor • January 2007 - August 2007

- Developed curriculum for 11 week cycle of life skills workshops
- Facilitated weekly workshops for 12-15 adolescent girls in a drug and alcohol treatment program
- Developed and facilitated a summer program for older adolescent foster care youth

Eden Children's Services: Alameda County Mental Health Services • San Leandro, CA

Intern Therapist • September 2006 - May 2007

- Individual therapy with children
- As-needed family therapy with clients and their families
- Attended IEP and other school-based meetings related to my clients

San Francisco YouthWorks: program of JCYC • San Francisco, CA

Placement Specialist/ Youth Leadership Team Coordinator • August 2003 - August 2006

- Facilitated trainings including Pre-Employment Trainings, Job Search Trainings and Life Skills Trainings.
- Coordinated a group of 10-12 youth in the Youth Leadership Team (YLT), which included facilitating weekly meetings, anti-oppression trainings and fostering leadership development.
- Implemented a leadership development program for returning YLT members to become facilitators.
- Managed a case load of 45-55 students and offered them support and empowerment in their jobs.

**Lavender Youth Recreation & Information Center • San Francisco, CA
Program Assistant • September 2002 - March 2003**

- Light case management for youth seeking help with daily needs.
- Supervise daily drop-in activities for the after school program.
- Developed and coordinated programs and activities for the after school youth.

Facilitation/ Training Work

Lick Wilmerding High School • January 2007 – April 2008

Facilitated workshops: Power & Oppression, White Privilege, Historical Context of Racism, Cultural Appropriation, and Resistance

Japanese Community Youth Council • January 2008

Facilitated workshop: Cultural Competency

White Privilege Conference • April 2007 & April 2008

Facilitated workshops: Cultural Appropriation and Racism in the Mental Health System

AACE Talent Search/ College Access Center • October 2007

Facilitated workshop: Team Building and Work Styles

JAYS Youth Program • October 2007

Facilitated workshop: Facilitation Skills 101

Volunteer & Community Work

San Francisco Women Against Rape (SFWAR)

Rape Crisis Counselor/ Peer Support Counselor • April 2003 - 2011

- On-call medical advocate, accompanying rape survivors in the hospital during medical exams
- Peer-counselor to individual sexual assault survivors through one-on-one weekly sessions
- Rape crisis counselor for 24-hour crisis hotline

Y-Step: Youth Step Towards Addressing Racism:

(Racial Justice Training Program for White Youth)

Founder/ Core Organizer • May 2003 – June 2012

- Program & organizational development
- Curriculum development & workshop facilitator
- Volunteer & training coordinator

References

Erin Hughes, Wellness Program Coordinator- June Jordan School for Equity- SFUSD
(510) 501-7607 cell (415) 452-4602 office

Aumijo Gomes, YouthWorks Program Director
(415) 202-7911 ex: 107 office

Lisa Thomas-Adeyemo, Director of Counseling- San Francisco Women Against Rape
(415) 861-2024 ex: 302 office

Certificate of Insurance (Proof of Coverage)

Date Issued: 6/10/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Insured Name and Mailing Address*	Program Administrator
<p>Kusum Crimmel</p> <p>3167 Eastman Ave. Oakland, CA 94619</p> <p><i>*Additional insured locations are often requested by individual business owners who have more than one office. Your coverage is portable, meaning that you are covered at any location for practice under the occupation(s) listed on your policy.</i></p>	<p>Administered By: CPH and Associates 711 S. Dearborn, Suite 205 Chicago, IL 60605 P. 312-987-9823 F. 312-987-0902 info@cphins.com</p> <p>Underwritten By: Philadelphia Indemnity Insurance Company</p>

Coverage

Policy #: PHCPE120295	Effective Date: 08/24/13	Expiration Date: 08/24/14
<p><small>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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</small></p>		

Limits of Liability		Coverage Part
EACH OCCURRENCE <i>(Per individual claim)</i>	AGGREGATE <i>(Total amount per policy year)</i>	
\$1,000,000	\$3,000,000	Professional Liability
\$1,000,000	\$3,000,000	Commercial General Liability Includes: General Liability, Fire & Water Legal Liability, and Personal Liability
N/A	N/A	Property Coverage
\$1,000,000	\$3,000,000	Supplemental Liability
Unlimited	Unlimited	Defense Expense Coverage
\$35,000	\$35,000	State Licensing Board Investigation Defense Coverage
\$15,000	\$15,000	Assault Coverage
\$10,000	\$35,000	Deposition Expense Benefit
\$5,000/person	\$50,000	Medical Expense Coverage
\$15,000	\$15,000	First Aid Coverage

Description/Special Provisions:

Certificate Holder

<p>Oakland Unified School District Attn: Contracts Administrator 900 High Street Oakland, CA 94601</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
--	--

<p>Holder has also been added to the policy as an additional insured:** <u> X </u> Yes/ <u> </u> No</p> <p><small>**If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</small></p>	<p>Authorized Representative</p> <p style="font-size: 1.2em; margin-left: 100px;"><i>C. Philip Hodson</i></p> <p>C. Philip Hodson</p>
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DISCLAIMER: The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

Additional Insured Endorsement

This endorsement modifies insurance provided under the following:

ALLIED HEALTHCARE PROVIDERS PROFESSIONAL
AND SUPPLEMENTAL LIABILITY POLICY

In consideration of the premium paid, this policy is amended as follows:

Oakland Unified School Distric is hereby added as an Additional Insured, solely for **Damages** arising out of a **Professional Incident** covered under this policy. The **Professional Incident** must arise out of services provided by the **Insured**, under contract with **Oakland Unified School Distric**.

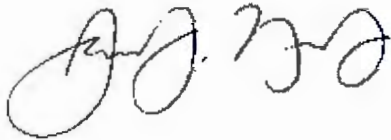
Additional Insured Name and Mailing Address:

Oakland Unified School Distric
900 High Street
Oakland, CA 94601

All other terms and conditions of this policy remain unchanged. This endorsement is part of your policy and takes effect on the effective date of your policy unless another effective date is shown below.

Policy: PHCPE120295
Effective on and after: 8/24/2013
Issued to: Kusum Crimmel
Expiration date: 8/24/2014

PI-PHCP-03(03/01)



By:

Jamie Maguire, Authorized Representative

AMENDMENT #1

Board Office Use: Legislative File Info.	
File ID Number	14-0106
Introduction Date	2-26-14
Enactment Number	14-0266
Enactment Date	2-26-14



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

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

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

Board Meeting Date 2-26-14
(To be completed by Procurement)

Subject Professional Services Contract Amendment - 1
Kusum Crimmel Oakland CA (Contractor, City/State) -
Oakland Technical High School (site/department)

Action Requested Ratification by the Governing Board of the amendment to the professional services contract between the District and Kusum Crimmel. Services to be primarily provided to Oakland Technical High School for the period of 8/5/2013 through 05/09/2014, in an amount not to exceed \$ 36,900.00.

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

The California Safe and Supportive Schools Programmatic Intervention Grant is provided to select high schools for the purpose of improving a school's culture and climate index as indicated by student, staff, and parent responses on the California Healthy Kids Survey (CHKS). To support the improvement of school climate as outlined by the California Department of Education, funding is provided to implement targeted programs and fund associated staffing. This contract funds the Positive Behavior Support component of the Oakland Tech S3 Grant in the capacity of Restorative Justice Coordinator for year three of implementation, which is the final year of the grant.

Discussion
One paragraph summary of the amended scope of work.

The amendment provides an additional 900 hours of Restorative Justice coordination, including the development and management of a peer leadership program to train and support student-led conflict mediation utilizing restorative practices. Contractor also will implement restorative practices that offer alternatives to suspension in alignment with the voluntary resolution plan (VRP), will support teacher-led circles, and will facilitate the re-entry of students returning from suspension, expulsion, and incarceration utilizing Circles of Support and Accountability. Contractor will serve in this capacity.

Recommendation Ratification by the Governing Board of the amendment to the professional services contract between the District and Kusum Crimmel. Services to be primarily provided to Oakland Technical High School for the period of 8/5/2013 through 05/09/2014, in an amount not to exceed \$ 36,900.00.

Fiscal Impact Funding resource name (please spell out) S3 Safe & Supportive Schools
not to exceed \$ 36,900.00

Attachments

- Contract Amendment
- Copy of original contract

Board Office Use: Legislative File Info.	
File ID Number	14-0106
Introduction Date	2-26-14
Enactment Number	14-C266
Enactment Date	2-26-14



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Kusum Crimmel (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on August 5, 2013, and the parties agree to amend that Agreement as follows:

1. Services: The scope of work has changed. ONLY the funding source has changed.
If the scope of work has changed: Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
 Revised scope of work attached. OR, The CONTRACTOR agrees to provide the following amended services:
The amendment provides an additional 900 hours of Restorative Justice coordination, including the development and management of a peer leadership program to train and support student-led conflict mediation utilizing restorative practices. Contractor also will implement restorative practices that offer alternatives to suspension in alignment with the voluntary resolution plan (VRP), will support teacher-led circles, and will facilitate the re-entry of students returning from suspension, expulsion, and incarceration utilizing Circles of Support and Accountability.

2. Terms (duration): The term of the contract is unchanged. The term of the contract has changed.
If the term has changed: The contract term is extended by an additional 18 weeks (days/weeks/months), and the amended expiration date is 05/09/2014.

3. Compensation: The contract price is unchanged. The contract price has changed.
If the compensation has changed: The contract price is amended by
 Increase of \$ 36,900.00 to original contract amount
 Decrease of \$ _____ to original contract amount
and the new contract total is Seventy-six thousand, four hundred twenty-four dollars (\$ 76,424.00)

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

5. Amendment History:

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

María Santos 1-21-14
 President, Board of Education Date
 Superintendent or Designee
Gary Yee 2/27/14
Gary Yee, Secretary, Board of Education Date

CONTRACTOR

[Signature] 1/10/14
Contractor Signature Date
Kusum Crimmel, Program Manager
Print Name, Title

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

The amendment provides an additional 900 hours of Restorative Justice coordination, including the development and management of a peer leadership program to train and support student-led conflict mediation utilizing restorative practices. Contractor also will implement restorative practices that offer alternatives to suspension in alignment with the voluntary resolution plan (VRP), will support teacher-led circles, and will facilitate the re-entry of students returning from suspension, expulsion, and incarceration utilizing Circles of Support and Accountability. Contractor will serve in this capacity.

SCOPE OF WORK

Kusum Crimmel will provide a maximum of 900.00 hours of services at a rate of \$41.00 per hour for a total not to exceed \$36,900.00. Services are anticipated to begin on 8/5/2013 and end on 05/09/2014.

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

The contractor will increase the number of students receiving supports in connection with the S3 School Climate Grant in an effort to reduce suspension, substance abuse, bullying and other forms of harassment and violence, and foster student leadership. Within the framework of Response to Intervention (RTI), the contractor will develop a school-wide Restorative Justice program in conjunction with Positive Behavioral Intervention and Support (PBIS) for Oakland Tech students, staff, and families to reduce disproportionality in suspensions and unwarranted referrals to special education. The contractor will train peer mediators to provide mediation in response to minor offenses and to resolve peer conflicts and repair harms caused, and implement restorative justice practices including community-building circles. Contractor will facilitate associated family and community conferences as an alternative to suspension, and circles to support the re-entry of students returning from expulsion and incarceration. Contractor will maintain documentation of students served and assist in the evaluation of outcomes related to interventions provided.

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

The contractor's services will be available to the entire Oakland Tech student body of 1,900 students, with a minimum of 100 students receiving direct service during the first year. As a result of these services, Oakland Tech will measure a 10% reduction in racially disproportionate suspensions, a 10% increase in the number of students who report feeling connected to the school, a decrease in the number of students who report personal harassment or bullying on school property, a decrease in the percentage of students who report (30-day) alcohol use, and an overall improvement in the school climate index as measured by the California Healthy Kids Survey (CHKS).

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

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

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

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: _____
- Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email or 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 Insurance (Proof of Coverage)

Date Issued: 6/10/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Insured Name and Mailing Address*	Program Administrator
Kusum Crimmel 3167 Eastman Ave. Oakland, CA 94619	Administered By: CPH and Associates 711 S. Dearborn, Suite 205 Chicago, IL 60605 P. 312-987-9823 F. 312-987-0902 info@cphins.com Underwritten By: Philadelphia Indemnity Insurance Company
*Additional insured locations are often requested by individual business owners who have more than one office. Your coverage is portable, meaning that you are covered at any location for practice under the occupation(s) listed on your policy.	

Coverage		
Policy #: PHCPE120295	Effective Date: 08/24/13	Expiration Date: 08/24/14

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits of Liability		Coverage Part
EACH OCCURRENCE <i>(Per individual claim)</i>	AGGREGATE <i>(Total amount per policy year)</i>	
\$1,000,000	\$3,000,000	Professional Liability
\$1,000,000	\$3,000,000	Commercial General Liability Includes: General Liability, Fire & Water Legal Liability, and Personal Liability
N/A	N/A	Property Coverage
\$1,000,000	\$3,000,000	Supplemental Liability
Unlimited	Unlimited	Defense Expense Coverage
\$35,000	\$35,000	State Licensing Board Investigation Defense Coverage
\$15,000	\$15,000	Assault Coverage
\$10,000	\$35,000	Deposition Expense Benefit
\$5,000/person	\$50,000	Medical Expense Coverage
\$15,000	\$15,000	First Aid Coverage

Description/Special Provisions:

Certificate Holder

Oakland Unified School District Attn: Contracts Administrator 900 High Street Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
--	--

Holder has also been added to the policy as an additional insured:** <u> X </u> Yes/ <u> </u> No **If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).	Authorized Representative <div style="text-align: center;">  C. Philip Hodson </div>
--	--

DISCLAIMER: The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

Additional Insured Endorsement

This endorsement modifies insurance provided under the following:

ALLIED HEALTHCARE PROVIDERS PROFESSIONAL
AND SUPPLEMENTAL LIABILITY POLICY

In consideration of the premium paid, this policy is amended as follows:

Oakland Unified School Distric is hereby added as an Additional Insured, solely for **Damages** arising out of a **Professional Incident** covered under this policy. The **Professional Incident** must arise out of services provided by the **Insured**, under contract with **Oakland Unified School Distric**.

Additional Insured Name and Mailing Address:

Oakland Unified School Distric
900 High Street
Oakland, CA 94601

All other terms and conditions of this policy remain unchanged. This endorsement is part of your policy and takes effect on the effective date of your policy unless another effective date is shown below.

Policy: PHCPE120295
Effective on and after: 8/24/2013
Issued to: Kusum Crimmel
Expiration date: 8/24/2014

PI-PHCP-03(03/01)



By:

Jamie Maguire, Authorized Representative



AMENDMENT ROUTING FORM

2013-2014

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1

Directions

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

1. Contractor and OUSD contract originator reach agreement on modification to original Scope of Work.
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 additional work is being done by this consultant.)
- A Board Approved copy of the original contract and any prior Amendments.

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

Contractor Information

Contractor Name	Kusum Crimmel	Agency's Contact	Kusum Crimmel			
OUSD Vendor ID #	1005744	Title	Individual			
Street Address	3167 Eastman Avenue	City	Oakland	State	CA	Zip 94619
Telephone	(510) 220-1589	Email	kusumcimmel@gmail.com			

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 39,524.00	Original PO Number	P1401215		
Amended Amount	\$ 36,900.00	New Requisition #	R0409207		
New Total Contract Amount	\$ 76,424.00	Start Date	8/5/2013	End Date	05/09/2014
Pay Rate Per Hour (Required)	41.00	Number of Hours (Required)	900.00		

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
3725	S3 Safe & Supp	3051110305	5825	\$ 36,900.00
			5825	\$
			5825	\$

Approval and Routing (in order of approval steps)

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

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

1.	Site Administrator or Manager	Name	Staci Ross Morrison	Phone	(510) 450-5400	Fax	(510) 450-5428
	Site / Department	Oakland Technical High School					
2.	Signature	<i>[Signature]</i>			Date Approved	1-13-14	
	Resource Manager, if using funds managed by:	<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships					
3.	Regional or Executive Officer	Signature	<i>[Signature]</i>			Date Approved	1-21-14
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Signature					
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Signature	<i>[Signature]</i>			Date Approved	
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Signature					
5.	Superintendent or Board of Education	Signature on the legal contract					
Legal Required if not using standard contract	Approved			Denied - Reason	Date		
Procurement	Date Received			PO Number	P1401215		





MAY 12 2014

AMENDMENT ROUTING FORM

2013-2014

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 2

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 Scope of Work.
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 additional work is being done by this consultant.)
A Board Approved copy of the original contract and any prior Amendments.

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

Contractor Information

Table with Contractor Name (Kusum Crimmel), Agency's Contact (Kusum Crimmel), OUSD Vendor ID # (I005744), Title (Individual), Street Address (3167 Eastman Avenue), City (Oakland), State (CA), Zip (94619), Telephone ((510) 220-1589), Email (kusumcimmel@gmail.com)

Compensation and Terms - Must be within the OUSD Billing Guidelines

Table with Original Contract Amount (\$76,424.00), Amended Amount (\$6,888.00), New Total Contract Amount (\$83,312.00), Original PO Number (P1401215), New Requisition # (R0411827), Start Date (8/5/2013), End Date (06/13/2014), Pay Rate Per Hour (41.00), Number of Hours (168.00)

Budget Information

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

Table with Resource # (3010), Resource Name (Title 1), Org Key (305485010), Object Code (5825), Amount (\$6,888.00)

Approval and Routing (in order of approval steps)

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

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

Approval routing table with 5 rows for Site Administrator, Resource Manager, Regional or Executive Officer, Deputy Superintendent, and Superintendent. Includes signatures, dates, and phone/fax numbers.

Legal and Procurement table with fields for Required, Approved, Denied - Reason, Date, Date Received, PO Number (P1401215)

