

Board Office Use: Legislative File Info.	
File ID Number:	14-1201
Introduction Date:	06/25/2014
Enactment Number:	
Enactment Date:	



# Memo

**To:** Board of Education

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

**Board Meeting Date:** 06/25/2014

**Subject:** Professional Service Contract

**Contractor:** Fernando Cruz of Oakland, CA

**Services for:** 310-DEWEY

**Board Action Requested and Recommendation:** Ratification by the Board of Education of a Professional Services Contract between the District and Fernando Cruz, Oakland, CA, for the latter to provide: Build community agreements and support other relational approaches to prevent the need for discipline and create equitable conditions for learning. Restorative and reparative alternatives to suspension including discipline practices that teach and heal

Supported re-entry for students returning from suspension, expulsion, and incarceration by assembling a team of caring adults (Administrator, Teacher, Office Support Staff, ASP representative, parents, and youth)  
 Student leadership development as RJ facilitators and conflict mediators  
 Family and community engagement through participatory involvement in site based restorative practices and workshops.

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

Services are needed because we are a restorative justice school and he will serve as the restorative justice point person. Mr. Cruz will work on resolving conflicts and training staff on social emotional practices in the classroom.

**Discussion:**  
 (QUANTIFY what is being purchased.)

Build community agreements and support other relational approaches to prevent the need for discipline and create equitable conditions for learning.  
 Restorative and reparative alternatives to suspension including discipline practices that teach and heal  
 Supported re-entry for students returning from suspension, expulsion, and incarceration by assembling a team of caring adults (Administrator, Teacher, Office Support Staff, ASP representative, parents, and youth)  
 Student leadership development as RJ facilitators and conflict mediators  
 Family and community engagement through participatory involvement in site based restorative practices and workshops.

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**Fiscal Impact:** Funding resources below not to exceed \$3,000.00

\$3,000.00 TARGETED INSTR IMPROVEMNT TIIG

**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)

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OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

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

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 04/11/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100.00, whichever is later. The work shall be completed no later than 06/13/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Two Thousand Nine Hundred Eighty and 75/100 Dollars (\$2,980.75) [per fiscal year], at an hourly billing rate not to exceed \$40.01 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* Mr. Cruz will use the site computer and printer., which shall not exceed a total cost of \$800.00.
- CONTRACTOR Qualifications / Performance of Services:**  
**CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.  
**Standard of Care:** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

**OUSD Representative:**

Name: ROBIN BAILER-GLOVER  
Site /Dept.: 310-DEWEY  
Address: 1111 2nd Avenue  
Oakland, CA 94606  
Phone: 5108743660

**CONTRACTOR:**

Name: Fernando Cruz  
Title: Owner  
Address: 4063 Patterson Ave  
Oakland, CA 94619  
Phone: 510-517-8683

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

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

9. **Insurance:**

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

Check one of the boxes below:

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

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

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

**OR**

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

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

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

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



Professional Services Contract

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  
\_\_\_\_\_  
 President, Board of Education  
 Superintendent or Designee

\_\_\_\_\_  
Secretary, Board of Education

05/16/2014  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Fernando Cruz  
\_\_\_\_\_  
Contractor eSignature

05/25/2014  
\_\_\_\_\_  
Date

Fernando Cruz, 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.

Build community agreements and support other relational approaches to prevent the need for discipline and create equitable conditions for learning. Restorative and reparative alternatives to suspension including discipline practices that teach and heal Supported re-entry for students returning from suspension, expulsion, and incarceration by assembling a team of caring adults (Administrator, Teacher, Office Support Staff, ASP representative, parents, and youth) Student leadership development as RJ facilitators and conflict mediators Family and community engagement through participatory involvement in site based restorative practices and workshops. Restorative Justice processes bring together those harmed by crime or conflict and those responsible for the harm, enabling everyone affected by a particular incident to play a part in repairing the harm and finding a positive way forward. All students will have access to the restorative justice process if needed or requested, allowing the students to focus on their educational needs, and move towards graduation.

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.

Mr. Cruz will run restorative justice circles to help resolve conflict. Conflict can be student/student or student/teacher (or staff member). The goal is to build relationships, community, create a space for deep listening and to be heard. The RJ ircles generate mutual understanding and respect & honor all voices equally.

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 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: 310-DEWEY**

**Principal / Department Head: ROBIN BAILER-GLOVER**

**Contractor Name: Fernando Cruz**

**Business Name: Fernando Cruz**

**Contract Type: Standard**

**Anticipated Start Date: 04/11/2014**

**Contract End Date: 06/13/2014**

**Rate Type: HOURLY**

**Contract Amount: \$2,980.75**

***Applicable Waivers***

**Approved by Risk Management**

**Insurance-Reduction Waiver Status: WAIVED**

**Waiver-Reduction Type: WAIVED**

**Other Reduction Amount:**

**Approval Date: 05/02/2014**

**Approved by Deputy Superintendent**

**Billing Waiver Status: NA**

**Approval Date:**

**Fingerprint Waiver Status: NA**

**Approval Date:**

**TB Test Waiver Status: NA**

**Approval Date:**

# Fernando Cruz

frey\_cruz@yahoo.com  
4063 Patterson Avenue  
Oakland, CA 94619  
(510) 517-8683

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## OBJECTIVE

To use my 14 years of experience working with low-income, at-risk gang youth to develop and implement an afterschool program that best meets the academic and social needs of its participants.

## EDUCATION

**The National Hispanic University-** *San Jose, CA*  
B.A. Liberal Studies- *Emphasis in Cross Cultural Studies & Early Childhood Education*

**St. Mary's College High School-** *Berkeley, CA*  
Diploma

## EXPERIENCE

2010-Present

**East Bay Asian Youth Center-** *Oakland, CA*  
CASE MANAGER

- Responsible for tracking and managing the academic and social progress of participants under management;
- Provide guidance and support according to the individual needs of each student.

2010-Present

**Project Reconnect-** *Oakland, CA*  
PARENT GROUP CO-FACILITATOR

- Engage, inform and develop parent engagement in supporting their child's educational and extracurricular goals;
- Serve as Liaison between school, student and parent.

2011-2013

**California Youth Outreach-** *Oakland, CA*  
GANG INTERVENTION SPECIALIST

- Assist at-risk youth in realizing educational and vocational alternatives to gang life at Dewey High School and Emiliano Zapata Street Academy;
- Coordinate with school staff and administration on filling the educational and enrichment needs of the students.

## Experience (continued)

- 2009-2010      **YMCA Urban Services- Oakland, CA**  
AFTERSCHOOL COORDINATOR
- Managed daily operations of the afterschool program;
  - Provided daily assistance to school staff and administration;
  - Provided youth intervention as needed.
- 2006-2009      **California Youth Outreach- Oakland, CA**  
COORDINATOR OF SCHOOL BASED SERVICES
- Supervised a team of two youth intervention specialists;
  - Conducted Gang Re-Direct classes at three Alternative School sites;
  - Provided staff development and parent training in gang intervention at each school site.
- 2001-2006      **Latino College Preparatory Academy- San Jose, CA**  
COORDINATOR FOR STUDENT LIFE
- Gang intervention for predominately Sureno student population attending a school in a Norteno territory (East San Jose);
  - Conducted an in-house suspension program/campus beautification project;
  - Supported Spanish-speaking parents through outreach and informational activities;
  - Served as Assistant Head Coach for 3 years of girls' softball team including founding the program from nothing and teaching and supporting 16 young Latinas to realize their goal of a League Championship and participation in CIF Championship Tournament. Additionally, I supported other sports, players and coaches through transportation, sponsorship and academic assistance.
- 1997-2001      **TRIO Programs: Educational Talent Search and Upward Bound Programs- San Jose, CA**  
PEER ADVISOR FOR LEARNING SKILLS
- Provided academic support and enrichment activities to low-income/first generation to college Middle and High School students in East and Downtown San Jose.

## Awards

- **Commendation from California State Assembly member Joe Coto for outstanding contributions to the community through education and mentorship- 2006**
- **Commendation from the City of San Jose as part of the Latino College Prep "Lady Eagles" Softball team- for efforts to increase the participation of Latinas in scholar/athletic activities- Sponsored by Councilmember Nora Campos, 2006**

## Skills

- Strong and effective oral and writing skills;
- Leadership and organizational skills;
- Critical thinking and problem-solving;
- Bilingual- Spanish and English conversant;
- Microsoft Office XP;
- Conflict Mediation;
- Baseball, Softball and Strength Coach.

## References

Provided upon request