

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	13-0714
Introduction Date	5/22/13
Enactment Number	13-0869
Enactment Date	5/22/13 PA



# Memo

**To** The Board of Education

**From** Tony Smith, Ph.D., Superintendent  
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
 Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date**  
*(To be completed by Procurement)* 5/22/13

**Subject** Professional Services Contract -  
Community Initiatives-RJOY San Francisco CA (contractor, City State)  
922/Family School & Community Partnership (site/department)

**Action Requested** Ratification of a professional services contract between Oakland Unified School District and Community Initiatives-RJOY. Services to be primarily provided to 922/Family School & Community Partnership for the period of 03/01/2013 through 06/30/2013.

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

The OUSD Restorative Justice program supports the district's goal of reducing racially disproportionate discipline (DMC) by providing an alternative to suspension that keeps youth in school. Restorative Justice is a key component of the District's Strategic Vision and is used in the classroom to preempt conflict, increase empathy, build relationships, and to support social emotional learning. The district is in partnership with Restorative Justice for Oakland Youth (RJOY) to implement whole school restorative practices at the Castlemont campus as well as West Oakland Middle School and Ralph J. Bunche Continuation High School.

**Discussion**  
*One paragraph summary of the scope of work.*

Ratification by the Board of Education of a Professional Services Contract between the District and Community Initiatives-Restorative Justice for Oakland Youth (RJOY), San Francisco, CA, for the latter to provide 100 hours of service to develop and produce training videos to illustrate the practice of restorative justice in schools under the direction of the Program Manager; consultant will create and make available a series of short videos for use with staff, students, and parents for the period of March 1, 2013 through June 30, 2013, in an amount not to exceed \$2,500.00.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and Community Initiatives-RJOY. Services to be primarily provided to 922/Family School & Community Partnership for the period of 03/01/2013 through 06/30/2013.

**Fiscal Impact** Funding resource name (please spell out) Kaiser-H&W  
Suppt Behavioral not to exceed \$ 2,500.00

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

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OAKLAND UNIFIED SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Community Initiatives-RJOY (CONTRACTOR). 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:** The 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 03/01/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2013.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Twenty Five Hundred Dollars (\$2,500.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: None

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

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

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
  1. Individual consultants:
    - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
    - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
    - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
  2. Agencies or organizations:
    - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* None which shall not exceed a total cost of \$ 0.00.
6. **CONTRACTOR Qualifications / Performance of Services.**

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

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

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



Professional Services Contract

**OUSD Representative:**

Name: Barbara McClung  
Site /Dept.: 922/Family School & Community Partnership  
Address: 746 Grand Ave.  
Oakland, CA 94610  
Phone: (510) 273-1533

**CONTRACTOR:**

Name: Restorative Justice for Oakland Youth  
Title: Contractor  
Address: 345 Pine Street, Suite 700  
San Francisco CA 94104  
Phone: (510) 931-7539

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

**8. Invoicing**

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

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
  - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
  - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

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

**10. Insurance:**

1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
  - 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.

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

**Professional Services Contract**

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

Contractor initial: MB

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

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  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).



Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.  
 CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.  
 Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of 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/eplsearch.do>)

Summary of terms and compensation:

Anticipated start date: 03/01/2013 Work shall be completed by: 06/30/2013 Total Fee: \$ 2,500.00

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

Maria Santos  
 President, Board of Education

4-23-2013  
Date

Melanie Beene 3/18/13  
Contractor Signature Date

Superintendent or Designee

Edgar Rakestraw, Jr.  
Secretary, Board of Education  
Edgar Rakestraw, Jr., Secretary  
Board of Education

5/23/13  
Date

Melanie Beene, President & CEO Contractor  
Print Name, Title

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By: OR

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.

Ratification by the Board of Education of a Professional Services Contract between the District and Community Initiatives-Restorative Justice for Oakland Youth (RJOY), San Francisco, CA, for the latter to provide 100 hours of service to develop and produce training videos to illustrate the practice of restorative justice in schools under the direction of the Program Manager; consultant will create and make available a series of short videos for use with staff, students, and parents for the period of March 1, 2013 through June 30, 2013, in an amount not to exceed \$2,500.00.

SCOPE OF WORK

Community Initiatives-RJOY will provide a maximum of \_\_\_\_\_ hours of services at a rate of \$\_\_\_\_\_ per hour for a total not to exceed \$2,500.00. Services are anticipated to begin on 03/01/2013 and end on 06/30/2013.

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.

RJOY will develop and provide a series of training videos to be used with teachers, students, staff, and parents within the context of the OUSD Restorative Justice Initiative. The videos will illustrate the application of restorative practices in a variety of school & community settings and model key concepts, values, and principals of restorative justice in a culturally responsive way. RJOY will be funded for up to one hundred hours to produce these videos. The video series will illustrate the following three tiers of RJ including community building circles, family conferences and victim offender mediation, and harm and healing circles in response to wrongdoing and trauma, and supported re-entry for students returning to OUSD from incarceration.

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.

Increased capacity of 200 staff, 100 students, 50 community partners, and 50 parents annually to utilize Restorative Practices to positively impact participating students in the following three areas:

- attendance
discipline
achievement

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

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

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

Please select:

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

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

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/18/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	<b>CONTACT NAME:</b> Catalina Domeyko	
	<b>PHONE (A/C, No, Ext):</b> 415-391-2141	<b>FAX (A/C, No):</b> 415-989-9923
<b>E-MAIL ADDRESS:</b> cdomeyko@wsandco.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Nonprofits' Insurance Alliance of C		
<b>INSURER B:</b> Republic Indemnity Company of Calif		43753
<b>INSURER C:</b> Great American Insurance Company of		22136
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

<b>INSURED</b> COMMUNI-01 Community Initiatives 354 Pine Street, Suite 700 San Francisco CA 94104	<b>CERTIFICATE NUMBER:</b> 1718336767	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	201206730NP0	10/30/2012	10/30/2013	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
						MED EXP (Any one person)	\$20,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
						Liquor Liability	\$1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		201206730NP0	10/30/2012	10/30/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
B C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	17739404 WC212804302	6/30/2012 6/30/2012	6/30/2013 6/30/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
						E. L. EACH ACCIDENT	\$1,000,000
						E. L. DISEASE - EA EMPLOYEE	\$1,000,000
						E. L. DISEASE - POLICY LIMIT	\$1,000,000

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

RE: RJOY.

Oakland Unified School District is included as additional insured with regards to General Liability per attached form CG20260704.

### CERTIFICATE HOLDER

### CANCELLATION

Oakland Unified School District  
1025 Second Avenue  
Oakland CA 94606

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Catalina Domeyko*

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
Oakland Unified School District 1025 Second Avenue Oakland CA 94606
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



VICARIOUS LIABILITY FOR DESIGNATED PERSON OR ENTITY

This endorsement modifies insurance provided under:

- Professional Liability Policy (GSL-2463)
- Products-Work Hazard Liability Policy (GSL-7186)
- Products-Work Hazard Liability Policy And Professional Liability Insurance Policy (GSL-7183)

Person or Entity	Schedule	Retroactive Date
The Methodist Hospital System c/o VendorClear 7700 Equitable Drive, Suite 103 Eden Prairie, MN 55344		

In consideration of an additional premium of \$0.00, it is understood and agreed as follows:

- The definition of **Insured** in the section entitled **DEFINITIONS** is amended to include as the following:  
  
 The person or entity shown in the above Schedule are **insureds** under this Policy but only with respect to liability of such person or entity:  
 A. due to your negligence resulting from your product or your work; or  
 B. arising out of professional services performed by you.
- Solely with respect to any person or organization insured pursuant to paragraph 1 of this endorsement, the section entitled **CONDITIONS** is amended to add the following new paragraph to the condition entitled **Other Insurance**  
  
 The insurance afforded by this Policy is primary and non-contributory over any other primary insurance available to such person or entity afforded coverage under paragraph 1 of this endorsement.
- There is no coverage under this Policy for any such person or such entity for **bodily injury** or **property damage** or any other injury arising out of its negligence.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

GSL6304XX (3-11)  
 Page 1  
 Columbia Casualty Company  
 Insured Name: IDEV Technologies, Inc.

Policy No: \_\_\_\_\_  
 Endorsement No: \_\_\_\_\_  
 Effective Date: \_\_\_\_\_



## Search Results

**Current Search Terms: community\* Initiatives-RJOY**

**No records found for current search.**

**SAM | System for Award Management 1.0**

IBM v1.794.20130318-2349

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



## Search Results

**Current Search Terms: restorative\* justice\* for\* oakland\* Youth\***

**No records found for current search.**

**SAM | System for Award Management 1.0**

IBM v1.794.20130318-2349

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.







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## What is Restorative Justice?

Restorative justice invites a fundamental shift in the way we think about and do justice. Many different programs have arisen out of a profound and virtually universal dissatisfaction with our justice system. What distinguishes restorative justice from all these programs is a theory of justice which challenges the fundamental assumptions in the dominant

### What are the dominant assumptions?

If you commit a crime, you incur a debt to society, you create an imbalance in the scales. To pay back the debt and re-balance the scales is to be given your just deserts. Justinian notion of “to each his due”. If you caused someone to suffer, you will inflict pain upon someone, pain will be inflicted upon you. Pain, suffering, is often viewed as the only way to make right the wrong, the only way to pay re-balance the scales.

In this sense, dominant justice may be viewed as officially-sanctioned vengeance. When someone who retaliates, it is our justice system that strikes back on the victim’s behalf. The current system has spawned the highest absolute and per capita incarceration rates in the world. Scholars speak of how it has “prisonized” the entire North American landscape clearly in our urban schools which are beginning to look and function more like

However, in the last three decades, humanity has been making progress in moving from a retributive justice to a restorative justice as healing. From a retributive justice to a restorative justice

Our criminal justice system asks these three questions:

1. What law was broken?
2. Who broke it?
3. What punishment is warranted?

Restorative justice asks an entirely different set of questions:

1. Who was harmed?
2. What are the needs and responsibilities of all affected?
3. How do all affected parties together address needs and repair harm?

An emerging approach to justice rooted in indigenous cultures, restorative justice is becoming more balanced. It emphasizes:

1. Repairing harm
2. Inviting all affected to dialogue together to figure out how to do so
3. Giving equal attention to community safety, victim’s needs, and offender’s needs

Restorative Justice has diverse applications. It may be applied to address conflict in schools, communities, workplace, the justice system, and to even to address mass social trauma (see the Reconciliation Commission in South Africa ).



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## About Us

### HISTORY

The dramatic successes of the Truth and Reconciliation Commission in healing the mass violence in South Africa and of restorative juvenile justice legislation in making incarceration virtually obsolete in New Zealand inspired civil rights attorney and activist Fania E. Davis to explore the possibility of an Oakland initiative. In 2005, the effort, including Oakland City Councilmember Nancy Nadel and community organizer Clotney. Nancy hosted a series of meetings at her office, attended by community judges, educators, law students and representatives of the District Attorney's, Defender's, and Human Services offices. With a small grant from Measure Y, Oakland's prevention initiative, Restorative Justice for Oakland Youth (RJOY) was born.

### MISSION

Disparately impacting youth of color, punitive school discipline and juvenile justice systems of youth violence, incarceration, and wasted lives. Founded in 2005, RJOY works to promote institutional shifts toward restorative approaches that actively engage all systems to repair harm and prevent re-offending. RJOY focuses on reducing racial disparities associated with high rates of incarceration, suspension, and expulsion. We provide technical assistance and collaboratively launch demonstration programs with our partners in justice, and research partners.

Beginning in 2007, RJOY's city-funded West Oakland Middle School pilot project reduced expulsions, and reduced suspension rates by 87%, saving the school thousands in costs. Inspired by the successes of our Middle School pilot, by May 2008, nearly 20 Oakland Unified School District (OUSD) principals requested training to launch programs at their sites. We have trained over 100 Oakland's schools. UC Berkeley Law's Henderson Center for Social Justice evaluation released a study in February 2011. A publication on implementing restorative justice in collaboration with the Alameda County Health Care Agency is forthcoming. In 2009, the Board of Supervisors passed a resolution adopting restorative justice as a system-wide alternative to punitive approaches to creating healthier schools.

RJOY has enjoyed similar success in the juvenile justice arena. In 2007, we gave testimony to the Presiding Judge of the Juvenile Court and others. Impressed with the restorative justice process, the court convened a Restorative Justice Task Force. RJOY provided education and training to the court process which engaged approximately 60 program directors- including probation officers, law enforcement officials, as well as community-based stakeholders. In 2009, the court passed a resolution that charts reform of the county's juvenile justice system through institutional changes, including innovative restorative diversion and restorative re-entry projects focused on reducing recidivism, re-contact and associated public costs. The pilots have successfully served 19 youth and their families. In partnership with several partners, we now seek funding to expand the pilots.

Presently RJOY has programs at three school sites, including a three-year demonstration program at Oakland's Castlemont Community of Small Schools funded by a grant from The Alameda County Healthy Communities Initiative. Goals of the demonstration program are to reduce



# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

## Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

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

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

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input type="checkbox"/> For All Consultants: Results page of the Excluded Party List ( <a href="https://www.epls.gov/epls/search.do">https://www.epls.gov/epls/search.do</a> )
	<input type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input type="checkbox"/> For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

**OUSD Staff Contact** Emails about this contract should be sent to: (required) [diane.warren@ousd.k12.ca.us](mailto:diane.warren@ousd.k12.ca.us)

## Contractor Information

Contractor Name	Community Initiatives-RJOY	Agency's Contact	Fania Davis				
OUSD Vendor ID #	I004900	Title	Contractor				
Street Address	345 Pine Street, Suite 700	City	San Francisco	State	CA	Zip	94104
Telephone	(510) 931-7539	Email (required)	fania@rjoyoakland.org				
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

## Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	03/01/2013	Date work will end	06/30/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$	Number of Hours (required)			

## 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
9225	Kaiser-H&W	9221340203	5825	\$ 2,500.00
	Suppt Behavioral		5825	\$
	Health		5825	\$
<b>Requisition No. (required)</b>	R0314729		<b>Total Contract Amount</b>	\$ 2,500.00

## Approval and Routing (in order of approval steps)

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

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

1.	<b>Administrator / Manager (Originator)</b>	Name	Barbara McClung	Phone	(510) 273-1533
	Site / Department	922/Family School & Community Partnership		Fax	273-1501
	Signature	<i>[Signature]</i>		Date Approved	3-21-13
2.	<b>Resource Manager, if using funds managed by:</b> <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature	<i>[Signature]</i>		Date Approved	3-22-2013
	Signature (if using multiple restricted resources)			Date Approved	
3.	<b>Regional Executive Officer</b>				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site <input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>[Signature]</i>		Date Approved	4-15-13
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
	Signature	<i>[Signature]</i>		Date Approved	4-23-2013
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract				
<b>Legal Required if not using standard contract</b>		Approved		Denied - Reason	Date
<b>Procurement</b>	Date Received			PO Number	P1308468