

Board Office Use: Legislative File Info.	
File ID Number	14-0994
Introduction Date	5-28-14
Enactment Number	14-0861
Enactment Date	5/28/14



**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 - 3
Kyle McClerkins Oakland CA (Contractor, City/State) -
922/Family, School and Community Partnerships (site/department)

Action Requested Ratification by the Governing Board of the amendment to the professional services contract between the District and Kyle McClerkins. Services to be primarily provided to 922/Family, School and Community Partnerships for the period of 08/13/2013 through 06/30/2014, in an amount not to exceed \$ 1,470.00.

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

The Oakland Fund for Children and Youth (OFCY) Grant, provided by the City of Oakland, funds the District to implement a peer restorative justice program for eight participating OUSD middle schools- Bret Harte, Claremont, Edna Brewer, Elmhurst Community Prep, Frick, James Madison, Monter, and Westlake Middle Schools. The OUSD Peer RJ program supports the District's goal of reducing racially disproportionate discipline (DMC) by building community and resolving conflicts between students which may otherwise result in fights and subsequent suspensions. Restorative Justice has efficacy as an alternative to suspension and is a key component of the District's comprehensive violence prevention plan for middle schools. Specific grant activities include hiring Peer RJ Coordinators to train and coach students to use communication and problem-solving skills to assist their peers in managing and resolving interpersonal conflict.

Discussion
One paragraph summary of the amended scope of work.

Ratification by the Board of Education of Amendment No. 3 to the Professional Services Contract between District and Kyle McClerkins, Oakland, Ca, to provide an additional 49 hours of service as the Peer RJ Coordinator at Edna Brewer Middle School under the direction of the Program Manager for Restorative Justice and in coordination with the site administrators; the Peer RJ Coordinators will recruit, train and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school for the period of August 13, 2013 through June 30, 2014, in the amount of \$1,470.00, increasing the agreement from \$41,775.00 to a an amount not to exceed \$43,245.00. All terms and conditions of this Contract remain in full force and effect.

Recommendation Ratification by the Governing Board of the amendment to the professional services contract between the District and Kyle McClerkins. Services to be primarily provided to 922/Family, School and Community Partnerships for the period of 08/13/2013 through 06/30/2014, in an amount not to exceed \$ 1,470.00.

Fiscal Impact Funding resource name (please spell out) PEER RESTORATIVE JUSTICE
not to exceed \$ 1,470.00

Attachments

- Contract Amendment
- Copy of original contract

Board Office Use: Legislative File Info.	
File ID Number	14-0194
Introduction Date	5-28-14
Enactment Number	14-0861
Enactment Date	5/28/14



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Kyle McClerkins (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 08/13, 2014, 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:

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 _____ (days/weeks/months), and the amended expiration date is _____.

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 \$ 1,470.00 to original contract amount
 Decrease of \$ _____ to original contract amount
and the new contract total is Forty Three Thousand Two Hundred Forty Five dollars (\$43,245.00)

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)
2	08/13/2013	Provide service to the Conflict Resolution Program	\$ 4,320.00
			\$
			\$

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 5-13-14
 President, Board of Education Date
 Superintendent or Designee
Edgar Bakostrov, Jr. 5/28/14
Secretary Date
Board of Education

CONTRACTOR

[Signature] 5/19/14
Contractor Signature Date
Kyle McClerkins RS Coordinator
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.

Ratification by the Board of Education of Amendment No. 3 to the Professional Services Contract between District and Kyle McClerkins, Oakland, Ca, to provide an additional 49 hours of service as the Peer RJ Coordinator at Edna Brewer Middle School under the direction of the Program Manager for Restorative Justice and in coordination with the site administrators; the Peer RJ Coordinators will recruit, train and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school for the period of August 13, 2013 through June 30, 2014, in the amount of \$1,470.00, increasing the agreement from \$41,775.00 to a an amount not to exceed \$43,245.00. All terms and conditions of this Contract remain in full force and effect.

SCOPE OF WORK

Kyle McClerkins will provide a maximum of 49.00 hours of services at a rate of \$ 30.00 per hour for a total not to exceed \$. Services are anticipated to begin on 08/13/2013 and end on 06/30/2014 .

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 Consultant will provide direct on-site services for the Edna Brewer Middle School peer RJ program by collaborating with site staff to identify and recruit 5-10 peer RJ youth leaders(11-14 years old) that reflect the racial, ethnic, and academic diversity of the school. The Consultant will organize, create, and design training materials that teach conflict resolution, effective communication, problem solving, and restorative practices, and expect to share them with other Peer RJ coordinators. Peer RJ leaders will work in pairs to help peers involved in a dispute to resolve their differences and repair their relationship. The Consultant will coach the peer RJ leaders to conduct an average of 20-35 restorative circles to respond to harm or conflict and support the school site in creating a safe, healthy and supportive school environment.

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 Consultant will provide support to 40-70 youth who are experiencing barriers to learning due to conflict and connect them to restorative justice services. In previous years, almost 100% of these students have graduated from high school. The Peer RJ program augments other efforts within OUSD to reduce truancy and foster academic achievement.
5-10 Youth RJ Leaders in the program will learn how to: be a peer leader, practice effective communication skills, express personal feelings and needs, listen without taking sides, problem-solve, improve school climate, and gain experience in civic participation within their school community. These efforts support students in the program to be prepared for success in college and future careers.
Restorative Justice and Conflict Resolution education is part of the District's overall violence prevention strategy. This program will increase the feeling of safety and support in participating schools and aid in raising attendance and graduation rates.

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

- Ensure a high quality instructional core
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.
-

AMENDMENT ROUTING FORM

2013-2014

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 3

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) diane.warren@ousd.k12.ca.us

Contractor Information

Contractor Name	Kyle McClerkins	Agency's Contact			
OUSD Vendor ID #	I005437	Title	Consultant		
Street Address	10700 Sheldon Street	City	Oakland	State	CA
Telephone	830-9703	Zip	94605		
		Email	kmcclerkins@yahoo.com		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 41,775.00	Original PO Number	P1402720		
Amended Amount	\$ 1,470.00	New Requisition #	R0411826		
New Total Contract Amount	\$ 43,245.00	Start Date	08/13/2013	End Date	06/30/2014
Pay Rate Per Hour (Required)	30.00	Number of Hours (Required)	49.00		

Budget Information

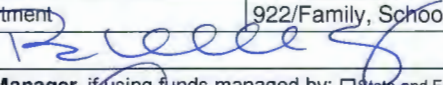
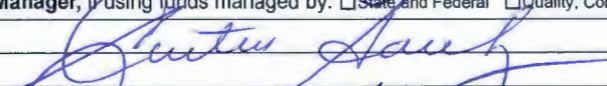
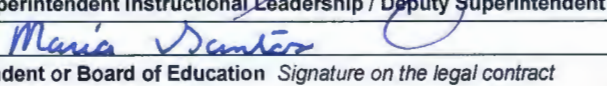

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
9121	PEER	9221231301	5825	\$ 1,470.00
	RESTORATIVE		5825	\$
	JUSTICE		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>)

	Site Administrator or Manager	Name	Barbara McClung	Phone	2731539	Fax	2731501
1.	Site / Department	922/Family, School and Community Partnerships					
	Signature				Date Approved	5/8/14	
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Family, Schools, and Community Partnerships						
	Signature				Date Approved	5/8/14	
	Signature				Date Approved	5/8/14	
3.	Regional or Executive Officer						
	Signature				Date Approved	5/8/14	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000						
	Signature				Date Approved	5-13-14	
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			

Board Office Use: Legislative File Info.	
File ID Number	14-0673
Introduction Date	5/28/14
Enactment Number	
Enactment Date	



**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
Kyle McClerkins Oakland CA (Contractor, City/State) -
922/Family, School and Community Partnerships (site/department)

Action Requested Ratification by the Governing Board of the amendment to the professional services contract between the District and Kyle McClerkins. Services to be primarily provided to 922/Family, School and Community Partnership for the period of 08/13/2013 through 06/30/2014, in an amount not to exceed \$ 4,320.00.

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

The Oakland Fund for Children and Youth (OFCY) Grant, provided by the City of Oakland, funds the District to implement a peer restorative justice program for eight participating OUSD middle schools- Bret Harte, Claremont, Edna Brewer, Elmhurst Community Prep, Frick, James Madison, Montera, and Westlake Middle Schools. The OUSD Peer RJ program supports the District's goal of reducing racially disproportionate discipline (DMC) by building community and resolving conflicts between students which may otherwise result in fights and subsequent suspensions. Restorative Justice has efficacy as an alternative to suspension and is a key component of the District's comprehensive violence prevention plan for middle schools. Specific grant activities include hiring Peer RJ Coordinators to train and coach students to use communication and problem-solving skills to assist their peers in managing and resolving interpersonal conflict.

Discussion
One paragraph summary of the amended scope of work.

Ratification by the Board of Education of Amendment No. 2 to the Professional Services Contract between District and Kyle McClerkins, Oakland CA, for the latter to provide an additional 144 hours of service as an Peer Restorative Coordinator at Edna Brewer Middle School under the direction of the Program Manager and in coordination with the site administrators to recruit, train and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school for the period of August 13, 2013 through June 30, 2014, in the amount of \$4,320.00, increasing the agreement from \$37,455.00 to a not to exceed amount of \$41,775.00.

Recommendation Ratification by the Governing Board of the amendment to the professional services contract between the District and Kyle McClerkins. Services to be primarily provided to 922/Family, School and Community Partnerships for the period of 08/13/2013 through 06/30/2014, in an amount not to exceed \$ 4,320.00.

Fiscal Impact Funding resource name (please spell out) 9121 / Peer Restorative Justice
not to exceed \$ 4,320.00

Attachments

- Contract Amendment
- Copy of original contract

Board Office Use: Legislative File Info.	
File ID Number	14-0673
Introduction Date	5/28/14
Enactment Number	
Enactment Date	



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 Kyle McClerkins (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 08/13, 2014, 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:

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 _____ (days/weeks/months), and the amended expiration date is _____.

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 \$ 4,320.00 _____ to original contract amount

Decrease of \$ _____ to original contract amount

and the new contract total is Forty One Thousand Seven Hundred Seventy Five dollars (\$41,775.00)

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	08/13/2013	Provide service to the Conflict Resolution Program	\$ 18,420.00
			\$
			\$

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
 President, Board of Education
 Superintendent or Designee

Edgar Rakestraw, Jr., Secretary
 Board of Education

4-8-2014
Date

Date

CONTRACTOR

[Signature] 1/22/14
 Contractor Signature Date

Kyle McClerkins PS coordinator
 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.

Ratification by the Board of Education of Amendment No. 2 to the Professional Services Contract between District and Kyle McClerkins, Oakland CA, for the latter to provide an additional 144 hours of service as an Peer Restorative Coordinator at Edna Brewer Middle School under the direction of the Program Manager and in coordination with the site administrators to recruit, train and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school for the period of August 13, 2013 through June 30, 2014, in the amount of \$4,320.00, increasing the agreement from \$37,455.00 to a not to exceed amount of \$41,775.00.

SCOPE OF WORK

Kyle McClerkins will provide a maximum of 144.00 hours of services at a rate of \$30.00 per hour for a total not to exceed \$4,320.00. Services are anticipated to begin on 08/13/2013 and end on 06/30/2014.

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 Consultant will provide additional on-site direct services for the Edna Brewer Middle School peer RJ program by collaborating with site staff to identify and recruit 5-10 peer RJ youth leaders(11-14 years old) that reflect the racial, ethnic, and academic diversity of the school. The Consultant will organize, create, and design training materials that teach conflict resolution, effective communication, problem solving, and restorative practices, and expect to share them with other Peer RJ coordinators. Peer RJ leaders will work in pairs to help peers involved in a dispute to resolve their differences and repair their relationship. The Consultant will coach the peer RJ leaders to conduct an average of 20-35 restorative circles to respond to harm or conflict and support the school site in creating a safe, healthy and supportive school environment.

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 Consultant will provide support to 40-70 youth who are experiencing barriers to learning due to conflict and connect them to restorative justice services. In previous years, almost 100% of these students have graduated from high school. The Peer RJ program augments other efforts within OUSD to reduce truancy and foster academic achievement.
5-10 Youth RJ Leaders in the program will learn how to: be a peer leader, practice effective communication skills, express personal feelings and needs, listen without taking sides, problem-solve, improve school climate, and gain experience in civic participation within their school community. These efforts support students in the program to be prepared for success in college and future careers.
Restorative Justice and Conflict Resolution education is part of the District's overall violence prevention strategy. This program will increase the feeling of safety and support in participating schools and aid in raising attendance and graduation rates.

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

- Ensure a high quality instructional core
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.
-



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	<input checked="" type="checkbox"/> Contract amendment packet including Board Memo and Amendment Form
	<input checked="" type="checkbox"/> Amended Scope of work (Be specific as to what additional work is being done by this consultant.)
	<input checked="" type="checkbox"/> A Board Approved copy of the original contract and any prior Amendments.

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

Contractor Information

Contractor Name	Kyle McClerkins	Agency's Contact					
OUSD Vendor ID #	I005437	Title	Consultant				
Street Address	10700 Sheldon Street	City	Oakland	State	CA	Zip	94605
Telephone	(510) 830-9703	Email	kmcclerkins@yahoo.com				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 19,035.00	Original PO Number	P1402720		
Amended Amount	\$ 18,420.00	New Requisition #	R0406325		
New Total Contract Amount	\$ 37,455.00	Start Date	08/13/2013	End Date	06/30/2014
Pay Rate Per Hour (Required)	30.00	Number of Hours (Required)	614.00		

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
9121	PEER	9221231301	5825	\$ 18,420.00
	RESTORATIVE		5825	\$
	JUSTICE		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	Barbara McClung	Phone	2731539	Fax	2731501	
	Site / Department	922/Family, School and Community Partnerships						
2.	Signature	<i>[Signature]</i>			Date Approved	10/30/13		
	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Family, Schools, and Community Partnerships							
	Signature	<i>[Signature]</i>			Date Approved	10/30/13		
3.	Regional or Executive Officer							
	Signature	<i>[Signature]</i>			Date Approved	10/28/13		
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000						
	Signature	<i>[Signature]</i>			Date Approved	11-27-13		
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			P1402720			

Board Office Use: Legislative File Info.	
File ID Number:	13-2707
Introduction Date:	01/15/2014
Enactment Number:	14-0029
Enactment Date:	1-15-14 <i>lf</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To: Board of Education
From: GARY YEE, EdD, ACTING SUPERINTENDENT By: MARIA SANTOS, Deputy Superintendent
Board Meeting Date: 01/15/2014
Subject: Professional Service Contract
Contractor: Kyle McClerkins of Hayward, CA
Services for: 210-Edna Brewer

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Kyle McClerkins, Hayward, CA, for the latter to provide: 634.5 hours of service. As an OUSD Peer RJ Coordinator, the consultant will provide services at Edna Brewer Middle School-under the direction of the Program Manager for Restorative Justice and in coordination with the site administrators. The Peer RJ Coordinators will recruit, train and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school. The Consultant will serve in the capacity of Peer RJ Coordinator for the period of 08/13/2013 through 06/30/2014 in an amount not to exceed \$19,035.00.

Background:

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

The Oakland Fund for Children and Youth (OFCY) Grant, provided by the City of Oakland, funds the District to implement a peer restorative justice program for eight participating OUSD middle schools- Bret Harte, Claremont, Edna Brewer, Elmhurst Community Prep, Frick, James Madison, Montero, and Westlake Middle Schools. The OUSD Peer RJ program supports the District's goal of reducing racially disproportionate discipline (DMC) by building community and resolving conflicts between students which may otherwise result in fights and subsequent suspensions. Restorative Justice has efficacy as an alternative to suspension and is a key component of the District's comprehensive violence prevention plan for middle schools. Specific grant activities include hiring Peer RJ Coordinators to train and coach students to use communication and problem-solving skills to assist their peers in managing and resolving interpersonal conflict.

Discussion:

(QUANTIFY what is being purchased.)

634.5 hours of service. As an OUSD Peer RJ Coordinator, the consultant will provide services at Edna Brewer Middle School-under the direction of the Program Manager for Restorative Justice and in coordination with the site administrators. The Peer RJ Coordinators will recruit, train and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school. The Consultant will serve in the capacity of Peer RJ Coordinator

Board Office Use: Legislative File Info.	
File ID Number	13-2783
Introduction Date	3-26-14
Enactment Number	14-0453
Enactment Date	3-26-14



**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 3-26-14
(To be completed by Procurement)

Subject Professional Services Contract Amendment - 1
Kyle McClerkins Oakland CA (Contractor, City/State) -
922/Family, School and Community Partnerships (site/department)

Action Requested Ratification by the Governing Board of the amendment to the professional services contract between the District and Kyle McClerkins. Services to be primarily provided to 922/Family, School and Community Partnerships for the period of 08/13/2013 through 06/30/2014, in an amount not to exceed \$ 18,420.00.

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

The Oakland Fund for Children and Youth (OFCY) Grant, provided by the City of Oakland, funds the District to implement a peer restorative justice program for eight participating OUSD middle schools- Bret Harie, Claremont, Edna Brewer, Elmhurst Community Prep, Frick, James Madison, Montero, and Westlake Middle Schools. The OUSD Peer RJ program supports the District's goal of reducing racially disproportionate discipline (DMC) by building community and resolving conflicts between students which may otherwise result in fights and subsequent suspensions. Restorative Justice has efficacy as an alternative to suspension and is a key component of the District's comprehensive violence prevention plan for middle schools. Specific grant activities include hiring Peer RJ Coordinators to train and coach students to use communication and problem-solving skills to assist their peers in managing and resolving interpersonal conflict.

Discussion
One paragraph summary of the amended scope of work.

Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between District and Kyle McClerkins, Oakland CA, for the latter to provide an additional 614 hours of service as an Peer Restorative Coordinator at Edna Brewer Middle School under the direction of the Program Manager and in coordination with the site administrators to recruit, train and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school for the period of August 13, 2013 through June 30, 2014, in the amount of \$18,420.00, increasing the agreement from \$19,035.00 to a not to exceed amount of \$37,455.00

Recommendation Ratification by the Governing Board of the amendment to the professional services contract between the District and Kyle McClerkins. Services to be primarily provided to 922/Family, School and Community Partnerships for the period of 08/13/2013 through 06/30/2014, in an amount not to exceed \$ 18,420.00.

Fiscal Impact Funding resource name (please spell out) PEER RESTORATIVE JUSTICE
not to exceed \$18,420.00

Attachments

- Contract Amendment
- Copy of original contract

Board Office Use: Legislative File Info.	
File ID Number	13-2783
Introduction Date	3-26-14
Enactment Number	14-0453
Enactment Date	3-26-14



OAKLAND UNIFIED SCHOOL DISTRICT

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

This Amendment is entered into between the Oakland Unified School District (OUSD) and Kyle McClerkins (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 08/13, 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:

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 _____ (days/weeks/months), and the amended expiration date is _____.

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 \$ 18,420.00 _____ to original contract amount
 Decrease of \$ _____ to original contract amount
and the new contract total is Thirty Seven Four Hundred Fifty Five _____ dollars (\$37,455.00 _____)

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	08/13/2013	Provide service to the Conflict Resolution Program	\$ 18,420.00
			\$
			\$

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 Senter 11-27-13
 President, Board of Education Date

Gary Yee 3-27-14
 Superintendent or Designee Date

Gary Yee, Secretary, Board of Education Date

CONTRACTOR

[Signature] 11/22/13
Contractor Signature Date

Kyle McClerkins RS coordinator
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

Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between District and Kyle McClerkins, Oakland CA, for the latter to provide an additional 614 hours of service as a Peer Restorative Coordinator at Edna Brewer Middle School under the direction of the Program Manager and in coordination with the site administrators to recruit, train and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school for the period of August 13, 2013 through June 30, 2014, in the amount of \$18,420.00, increasing the agreement from \$19,035.00 to a not to exceed amount of \$37,455.00.

SCOPE OF WORK

Kyle McClerkins will provide a maximum of 614.00 hours of services at a rate of \$ 30.00 per hour for a total not to exceed \$18,420.00. Services are anticipated to begin on 08/13/2013 and end on 06/30/2014.

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 Consultant will provide direct on-site services for the Edna Brewer Middle School peer RJ program by collaborating with site staff to identify and recruit 5-10 peer RJ youth leaders (11-14 years old) that reflect the racial, ethnic, and academic diversity of the school. The Consultant will organize, create, and design training materials that teach conflict resolution, effective communication, problem solving, and restorative practices, and expect to share them with other Peer RJ coordinators. Peer RJ leaders will work in pairs to help peers involved in a dispute to resolve their differences and repair their relationship. The Consultant will coach the peer RJ leaders to conduct an average of 20-35 restorative circles to respond to harm or conflict and support the school site in creating a safe, healthy and supportive school environment.

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 Consultant will provide support to 40-70 youth who are experiencing barriers to learning due to conflict and connect them to restorative justice services. In previous years, almost 100% of these students have graduated from high school. The Peer RJ program supplements other efforts within OUSD to reduce truancy and foster academic achievement.

5-10 Youth RJ Leaders in the program will learn how to be a peer leader, practice effective communication skills, express personal feelings and needs, listen without taking sides, problem-solve, improve school climate, and gain experience in civic participation within their school community. These efforts support students in the program to be prepared for success in college and future careers.

Restorative Justice and Conflict Resolution education is part of the District's overall violence prevention strategy. This program will increase the feeling of safety and support in participating schools and aid in raising attendance and graduation rates.

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

- Ensure a high quality instructional core
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.

87 This **Spectrum Policy**, consists of the Declarations, Coverage Forms, Common Policy Conditions and any
97 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
BA insurance company of The Hartford Insurance Group shown below.
SBM

INSURER: SENTINEL INSURANCE COMPANY, LIMITED
ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: A

Policy Number: 57 SBM BA9787 DX



SPECTRUM POLICY DECLARATIONS

Named Insured and Mailing Address: KYLE A. MCCLERKINS
(No., Street, Town, State, Zip Code)

195 SANTA CLARA AVE. #3
OAKLAND CA 94610

Policy Period: From 08/30/13 To 08/30/14 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: IRENE C HERMAN INSURANCE SVCS/PHS
Code: 556510

Previous Policy Number: 57 SBM BA9787

Named Insured is: INDIVIDUAL

Audit Period: NON-AUDITABLE

Type of Property Coverage: NONE

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$425 MP

Countersigned by

Susan D. Castaneda

Authorized Representative

06/12/13
Date

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 57 SBM BA9787

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 **Building:** 001

195 SANTA CLARA AVE. #3
OAKLAND CA 94610

Description of Business:

Consultant - NOC

Deductible: NO COVERAGE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

NO COVERAGE

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST

NO COVERAGE

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST

NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES
OUTSIDE THE PREMISES

NO COVERAGE
NO COVERAGE

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 57 SBM BA9787

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	\$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$1,000,000
AGGREGATE LIMITS	
PRODUCTS-COMPLETED OPERATIONS	\$2,000,000
FORM SS 05 09	
GENERAL AGGREGATE	\$2,000,000



HUMAN RESOURCES SERVICES & SUPPORT

2013-09-25

OUSD USE ONLY

Kyle McClerkins
23767 Maud Ave
Hayward, CA 94541
ATTN: Kyle McClerkins

RE: Authorization to proceed with consultant contract processing

Dear Kyle McClerkins,

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

This authorization to proceed shall expire at the conclusion of the **2013-2014** school year. Please note that the District may not proceed with the processing of your consultant contract unless and until you present an original copy of this letter to the administrator requesting your services.

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

Sincerely,

Angelica Ochoa
Site Team Assistant

SAM Search Results
List of records matching your search for :

Search Term : Kyle*
Record Status: Active

No Search Results

Board Office Use: Legislative File Info.	
File ID Number:	13-2707
Introduction Date:	01/15/2014
Enactment Number:	14-0029
Enactment Date:	1-15-14



OAKLAND UNIFIED
SCHOOL DISTRICT

Fiscal Impact: Funding resources below not to exceed \$19,035.00

\$8,935.00 T IV 21ST CENTURY COM LEARNING

\$10,105.00 General Purpose-Unrestricted

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)



OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools,
Thriving Students*

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Details Reports

File #:	13-2707	Version: <input type="text" value="3"/>	Name:	Professional Services Contract - Kyle McClerkins - Edna Brewer Middle School
Type:	Agreement or Contract		Status:	Passed
File created:	11/18/2013		In control:	Teaching and Learning Committee
On agenda:	1/15/2014		Final action:	1/15/2014
Enactment date:	1/15/2014		Enactment #:	14-0029

Title: Adoption by the Board of Education of a Professional Services Contract between the District and Kyle McClerkins, Hayward, CA, for the latter to provide direct on-site services for a peer Restorative Justice (RJ) Program by collaborating with site staff to identify and recruit 5-10 peer mediators (11-14 years old) that reflect the racial, ethnic, and academic diversity of the school; organize, create, and design training materials that teach conflict resolution, effective communications, problem solving, and restorative practices, and share same with other Peer RJ coordinators; assist peer RJ leaders to work in pairs to help peers involved in a dispute to resolve differences and repair relationships; coach the peer RJ leaders to conduct an average of 20-35 restorative circles to respond to harm or conflict and support the school site in creating a safe, healthy and supportive school environment at Edna Brewer Middle School, for the period of August 13, 2013 through June 30, 2014, at a c...

Attachments: 1. [13-2707 Professional Services Contract - Kyle McClerkins - Edna Brewer Middle School](#)

Contact: sam.pasarow@ousd.k12.ca.us

History (1) Text

1 record		Group	Export					
Date	Ver.	Action By	Action	Result	Action Details	Meeting Details	Video	
1/15/2014	3	Board of Education	Adopted on the General Consent Report	Pass	Action details	Meeting details	Not available	

Board Office Use: Legislative File Info.	
File ID Number:	13-2707
Introduction Date:	01/15/2014
Enactment Number:	14-0029
Enactment Date:	1-15-14



OAKLAND UNIFIED SCHOOL DISTRICT

Memo

To: Board of Education
From: GARY YEE, EdD, ACTING SUPERINTENDENT, By: MARIA SANTOS, Deputy Superintendent
Board Meeting Date: 01/15/2014
Subject: Professional Service Contract
Contractor: Kyle McClerkins of Hayward, CA
Services for: 210-Edna Brewer

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Kyle McClerkins, Hayward, CA, for the latter to provide: 634.5 hours of service. As an OUSD Peer RJ Coordinator, the consultant will provide services at Edna Brewer Middle School-under the direction of the Program Manager for Restorative Justice and in coordination with the site administrators. The Peer RJ Coordinators will recruit, train and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school. The Consultant will serve in the capacity of Peer RJ Coordinator for the period of 08/13/2013 through 06/30/2014 in an amount not to exceed \$19,035 00

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

The Oakland Fund for Children and Youth (OFCY) Grant, provided by the City of Oakland, funds the District to implement a peer restorative justice program for eight participating OUSD middle schools- Bret Harte, Claremont, Edna Brewer, Elmhurst Community Prep, Frick, James Madison, Montera, and Westlake Middle Schools. The OUSD Peer RJ program supports the District's goal of reducing racially disproportionate discipline (DMC) by building community and resolving conflicts between students which may otherwise result in fights and subsequent suspensions. Restorative Justice has efficacy as an alternative to suspension and is a key component of the District's comprehensive violence prevention plan for middle schools. Specific grant activities include hiring Peer RJ Coordinators to train and coach students to use communication and problem-solving skills to assist their peers in managing and resolving interpersonal conflict.

Discussion:
 (QUANTIFY what is being purchased.)

634.5 hours of service. As an OUSD Peer RJ Coordinator, the consultant will provide services at Edna Brewer Middle School-under the direction of the Program Manager for Restorative Justice and in coordination with the site administrators. The Peer RJ Coordinators will recruit, train and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school. The Consultant will serve in the capacity of Peer RJ Coordinator

Board Office Use: Legislative File Info.	
File ID Number:	13-2707
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OAKLAND UNIFIED
SCHOOL DISTRICT

Engaging our community, preparing our students.

Fiscal Impact: Funding resources below not to exceed \$19,035.00

\$8,935.00 T IV 21ST CENTURY COM LEARNING

\$10,105.00 General Purpose-Unrestricted

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	13-2707
Introduction Date	01/15/2014
Enactment Number	17-0029
Enactment Date	1-15-14



OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

Kyle McClerkins

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:

- 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 08/13/2013, 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 06/30/2014.

- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Nineteen Thousand Thirty Five Dollars (\$19,035.00) [per fiscal year], at an hourly billing rate not to exceed \$30.00 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.

- 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.
- 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:

Professional Services Contract

OUSD Representative:

Name: SAMSON PASAROW
Site /Dept.: 210-Edna Brewer
Address 3748 13th Avenue
Oakland, CA 94610
Phone: 510-531-6600

CONTRACTOR:

Name: Kyle McClerkins
Title: Owner
Address 23767 Maud Ave
Hayward, CA 94541
Phone: 510-830-9703

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

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.

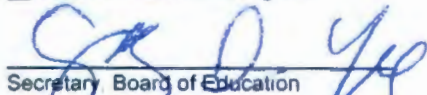
19. **No Rights in Third Parties** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that 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.

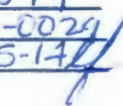
- 23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement. CONTRACTOR affirms to the best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

MARIA SANTOS 10/24/2013
 President, Board of Education Date
 Superintendent or Designee
 1-16-14
 Secretary, Board of Education Date

CONTRACTOR

Kyle McClerkins 10/24/2013
 Contractor eSignature Date
Kyle McClerkins, Owner
 Print Name, Title

File ID Number: 13-2707
 Introduction Date: 1-15-14
 Enactment Number: 14-0029
 Enactment Date: 1-15-14
 By: 



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)* diane.warren@ousd.k12.ca.us

Contractor Information

Contractor Name	Kyle McClerkins	Agency's Contact			
OUSD Vendor ID #	I005437	Title	Consultant		
Street Address	10700 Sheldon Street	City	Oakland	State	CA
Telephone	(510) 830-9703	Email	kmcclerkins@yahoo.com		
			Zip	94605	

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 19,035.00	Original PO Number	P1402720		
Amended Amount	\$ 18,420.00	New Requisition #	R0406325		
New Total Contract Amount	\$ 37,455.00	Start Date	08/13/2013	End Date	06/30/2014
Pay Rate Per Hour (Required)	30.00	Number of Hours (Required)	614.00		

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
9121	PEER	9221231301	5825	\$ 18,420.00
	RESTORATIVE		5825	\$
	JUSTICE		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/eplr/search.do>)

1.	Site Administrator or Manager	Name	Barbara McClung	Phone	2731539	Fax	2731501
	Site / Department	922/Family, School and Community Partnerships					
2.	Signature	<i>[Signature]</i>			Date Approved	11/30/13	
	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Family, Schools, and Community Partnerships	Signature	<i>[Signature]</i>			Date Approved	10/24/13
3.	Regional or Executive Officer	Signature	<i>[Signature]</i>			Date Approved	11/20/12
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000	Signature	<i>[Signature]</i>			Date Approved	11-27-13
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	P1402720		

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 Consultant will provide direct on-site services for the Bret Harte Middle School peer RJ program by collaborating with site staff to identify and recruit 5-10 peer mediators (11-14 years old) that reflect the racial, ethnic, and academic diversity of the school. The Consultant will organize, create, and design training materials that teach conflict resolution, effective communication, problem solving, and restorative practices, and expect to share them with other Peer RJ coordinators. Peer RJ leaders will work in pairs to help peers involved in a dispute to resolve their differences and repair their relationship. The Consultant will coach the peer RJ leaders to conduct an average of 20-35 restorative circles to respond to harm or conflict and support the school site in creating a safe, healthy and supportive school environment.

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 Consultant will provide support to 40-70 youth who are experiencing barriers to learning due to conflict and connect them to restorative justice services. In previous years, almost 100% of these students have graduated from high school. The Peer RJ program augments other efforts within OUSD to reduce truancy and foster academic achievement.
- 5-10 Youth RJ Leaders in the program will learn how to: be a peer leader, practice effective communication skills, express personal feelings and needs, listen without taking sides, problem-solve, improve school climate, and gain experience in civic participation within their school community. These efforts support students in the program to be prepared for success in college and future careers.
- Restorative Justice and Conflict Resolution education is part of the District's overall violence prevention strategy. The strategy also includes implementing the Second Step curriculum. This program will increase the feeling of safety and support in participating schools and aid in raising attendance and graduation rates.

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

- | | |
|---|---|
| <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 type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |

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

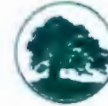
Please select:

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

- Item Number(s): 210SQ12A4522

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: 210-Edna Brewer

Principal / Department Head: SAMSON PASAROW

Contractor Name: Kyle McClerkins

Business Name: Kyle McClerkins

Contract Type: Standard

Anticipated Start Date: 08/13/2013

Contract End Date: 06/30/2014

Rate Type: HOURLY

Contract Amount: \$19,035.00

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:

Kyle A. McClerkins

11700 Sheldon Street, Oakland CA 94605 (510) 830-9703

Objective: Pursuing a career coordinating youth and young adult programs

Education:

(2005-2007) Granted an Associates Degree in Liberal Arts and Social Sciences from College of Alameda, Alameda, California

(1996-1999) Tuskegee University, Tuskegee, Alabama
Mechanical Engineering major

Employment History:

Education Consultant/ Oakland, CA (2011-)

***Program Coordinator**

- Conflict Resolution Coordinator- training 6th-8th grade students with peer mediation
- Restorative Justice Facilitator (utilizing the following formats: student re-entry, harm circle, community building)
- Anti-Drama Intervention Coordinator and Facilitator addressing the culture and identity piece, bully prevention, empathy, communication with others, building and nurturing positive relationships, collaboration with community partners and community service projects
- Purpose, Pride, and Possibility Group- males of color 6th-8th grade
- TUPE Coordinator-Tobacco Use Prevention Educator: Facilitating peer to peer discussions on illegal substances. Educating youth to practice positive school climate initiatives

Brothers on the Rise / Oakland CA (2009-2011)

Conflict Resolution Manager, Lead Counselor, Academic Mentor, and Youth Mentor

***Staff Development**

*Peer mediation -training 4th-10th graders. How to resolve conflicts without violence (Second Step), Group Circles

*Homework club- assisting middle school students in raising their grades and improving their success in school

*Leadership Development, Problem solving skills, Responsible manhood training

*Anti-Drama Group: LGBTQ Ally and Anti-Bullying

*Workforce development for CIT's summer employment, manhood and leadership training, peer mediation, college preparation for youth

Self Employed, (Summer of '09)

Daddy Duty Day Camp / Oakland, CA

*Academic counselor grades K-6

*Daily curriculum for campers

*Positive role model

*Guided decision making

*Organized daily fieldtrips

*Monitoring youth in large group settings

Community Service:

Village Connect Father Group / Oakland, CA

*Volunteer Facilitator (2010-present)

Dads Club @ COVA School / Oakland, CA

*Event Coordinator (2010- 2011)

Cal Ripken Little League Baseball Coach / Oakland, CA

Volunteer Mentor (2006-2008)

*Fundamental Base Coach

*Assistant Coach

Uncle Willie's Original BBQ / Oakland, CA

Volunteer (2005-present)

*Oakland Art and Soul Festival

*Kaiser Permanente Health Fair

*Food prep, cook and clean

*Maintenance

Acorn Apartments / West Oakland, CA

Volunteer Mentor (2004 – 2006)

*Youth Counselor for youth involved in the system

*Assist youth with resolving problems without resorting to street violence

*Supervised group activities including peer mentorship, tutoring, and planned community activities

*Reading, math tutor, and follow-up with parents and teachers

Laney Community College / Oakland, CA

Mathematics Tutor (1997)

*Tutored students with learning disabilities

*Mentor to students with documented learning disabilities and social inadequacies

Information Technology:

MacBook Pro, imovie mac, Oracle Financials, Auto CAD, Access, MS Office 2007 (including Word, Excel, Microsoft Outlook, Consult Works), Audix, Avaya phones, Lucent phones, UDI scanners, Adobe Acrobat, Touchcom, Blackberry, MAC (Managed Account Consulting)

Language:

Basic Spanish

References available upon request



KYLEAMC-01

CKAO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2013

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).

PRODUCER Irene C. Herman Ins. Services 422 Presidio Ave San Francisco, CA 94115	CONTACT NAME: PHONE (A/C, No, Ext): (415) 447-4212		FAX (A/C, No): (415) 447-4181
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : The Hartford Insurance Company			
INSURER B :			
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

INSURED
 Kyle A. McClerkins
 Kyle McClerkins
 195 Santa Clara Ave. #3
 Oakland, CA 94610

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		57SBMBA9787	8/30/2013	8/30/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS							BODILY INJURY (Per person) \$
<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
UMBRELLA LIAB							EACH OCCURRENCE \$
EXCESS LIAB							AGGREGATE \$
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE							\$
DED RETENTION \$							
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATU-TORY LIMITS
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N							OTH-ER
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. EACH ACCIDENT \$
N/A							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Oakland Unified School District is named as additional insured with respect to the General Liability of the insured as per written contract.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
 Att: Contracts Administrator
 900 High St.
 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.

AUTHORIZED REPRESENTATIVE

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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)*

Contractor Information

Contractor Name	Kyle McClerkins	Agency's Contact			
OUSD Vendor ID #	1005437	Title	Consultant		
Street Address	10700 Sheldon Street	City	Oakland	State	CA Zip 94605
Telephone	(510) 830-9703	Email	kmcclerkins@yahoo.com		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 37,455.00	Original PO Number	P1402720	
Amended Amount	\$ 4,320.00	New Requisition #	R0409512	
New Total Contract Amount	\$ 41,775.00	Start Date	08/13/2013	End Date 06/30/2014
Pay Rate Per Hour (Required)	30.00	Number of Hours (Required)	144.00	

Budget Information


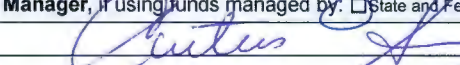



If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
9121	PEER	9221231301	5825	\$ 4,320.00
	RESTORATIVE		5825	\$
	JUSTICE		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>)

	Site Administrator or Manager	Name	Barbara McClung	Phone	2731539	Fax	2731501
1.	Site / Department	922/Family, School and Community Partnerships					
	Signature				Date Approved	1/22/14	
2.	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						
	Signature				Date Approved	1/22/14	
	Signature				Date Approved	1/22/14	
3.	Regional or Executive Officer						
	Signature				Date Approved	4/2/14	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Consultant/Aggregate Under <input type="checkbox"/>		Over <input type="checkbox"/>		\$50,000	
	Signature				Date Approved	4-8-14	
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		P1402720		