

Board Office Use: Legislative File Info.	
File ID Number	18-2492
Introduction Date	1/9/19
Enactment Number	19-0032
Enactment Date	1/9/2019 lf



Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
 LaResha Martin, Network Superintendent, Network 4

Board Meeting Date January 9, 2019

Subject Professional Services Contract
 Contractor: CircleUp Education, LLC
 Services For: Network 4 Elementary Pre-K-5

Action Requested and Recommendation Ratification by the Board of Education of Professional Services Contract between the District and CircleUp Education, LLC, Castro Valley, CA, for the latter to provide services for the implementation of Conflict Resolution Practices I Responsive and Preventative Strategies and One-on-One Consulting for administration and leadership team to help problem solve relationship challenges between staff and parents; in-person and phone meetings, brainstorming and strategizing sessions, coaching and skill-development to help provide guidance of best practices for communication and conflict resolution at Redwood Heights Elementary School.

Background
(Why do we need these services? Why have you selected this vendor?) CircleUp Education is an organization that is driven by producing equitable social and cultural change in our community. We cultivate community partnerships and offer community service with the goal of creating opportunities for our clients and diverse communities to prosper and thrive.

Competitively Bid Was this contract competitively bid? No
 If no, exception: Professional Services Agreement of less than \$90,200

Fiscal Impact Funding resource(s): 9224/Kaiser Permanente Grant in the amount of \$7,500.00.

Attachments

- Professional Services Contract

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PROFESSIONAL SERVICES CONTRACT 2018-2019

This Agreement is entered into between CircleUp Education, LLC

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

1. **Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** The term of this Agreement shall be from 11/1/18 (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$90,200 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$90,200, whichever is later) to June 30, 2019. The work shall be completed no later than June 30, 2019.
3. ~~**Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed _____ Dollars (\$0.00) [per fiscal year], at an hourly billing rate not to exceed \$0.00 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: _____ 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 OUSD and in that case must be replaced by CONTRACTOR without delay.~~

COMPENSATION. In exchange for the performance of the Services, District will pay Consultant not to exceed \$ 3,750.00 except for any Services provided pursuant to a Change Order. Payment will be made for services completed, at the rates specified on **Exhibit A**, upon receipt of an itemized billing by consultant. All invoices for services must be submitted to District within forty-five (45) calendar days after services are performed. Payment of invoices shall be made within sixty (60) days after Consultant submits invoices and any other reasonably requested documentation. For purposes of this Agreement, "payment" shall mean the act of depositing checks in the United States Postal Service mail for delivery to the Consultant.

4. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
5. **CONTRACTOR Qualifications / Performance of Services:**
 1. **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.
 2. **Standard of Care:** CONTRACTOR represents 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 and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - i. CONTRACTOR shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
 - i. CONTRACTOR shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that CONTRACTOR or its employees may discover. CONTRACTOR shall use professional efforts in identifying any errors, inconsistencies, or omissions.

- 3. **District Approval.** The work completed herein must meet the approval of OUSD and shall be subject to OUSD's general right of inspection and supervision to secure the satisfactory completion thereof.
- 6. **Certificates/Permits/Licenses/Registration:** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this agreement.
- 7. **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.
- 8. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: [LaResha Martin@ousd.org](mailto:LaResha.Martin@ousd.org)

Site /Dept.: 954/Network 4 Elementary Pre-K-5

Address: 1000 Broadway, Suite 600

Oakland, CA 94607

Phone: 510-879-4288

Email: LaResha.Martin@ousd.org

CONTRACTOR:

Name: Tyrone Botelho

Title: Founder

Address: 22080 Cameron Street

Castro Valley, CA 94546

Phone: 510-214-2957

Email: tyrone@circleup.org

Professional Services Contract

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.

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

10. Insurance:

1. 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 (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
- i. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of the Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). 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.
- i. 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 from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

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, sexual orientation, or other legally protected class.

13. **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.

14. Termination:

1. **For Convenience by OUSD:** OUSD may at any time terminate this Agreement and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by OUSD shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by CONTRACTOR or no later than three (3) calendar days after the day of mailing, whichever is sooner.
2. **With Cause by District.** OUSD may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - i. material violation of this Agreement by the CONTRACTOR; or
 - i. any act by CONTRACTOR exposing OUSD to liability to others for personal injury or property damage; or
 - i. CONTRACTOR is adjudged bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONTRACTOR's insolvency.

Written notice by OUSD shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, OUSD may secure the required Services from another CONTRACTOR. If the expense, fees, and/or costs to OUSD exceeds the cost of providing the Services pursuant to this Agreement, CONTRACTOR shall immediately pay the excess expense, fees, and/or costs to OUSD upon the receipt of OUSD's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of

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any other rights or remedies available to OUSD.

Upon termination, CONTRACTOR shall provide OUSD with all documents produced maintained or collected by CONTRACTOR pursuant to this Agreement, whether or not such documents are final or draft documents.

15. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will 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 agents who work with students must submit to a tuberculosis risk assessment as required by Education Code 49406 within the prior 60 days. If tuberculosis risk factors are identified, CONTRACTOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the CONTRACTOR agent shall obtain an x-ray of the lungs. At his/her discretion, CONTRACTOR agent may choose to submit to the examination instead of the risk assessment.
 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 contact 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.

16. **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.
17. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation:
1. Requesting that OUSD employee(s) evaluate CONTRACTOR and 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).
18. **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.
19. **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 access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
20. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, 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 without the prior approval of OUSD Human Resources.

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.

21. **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.sam.gov/>).

22. **Severability:** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
23. **Provisions Required By Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
24. **Captions and Interpretations:** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
25. **Calculation of Time:** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

~~26. **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 (specifically excluding any underlying pre-existing intellectual property). OUSD may, with CONTRACTOR's prior written consent, use 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 these works are the property of OUSD.~~

All District data and information provided by the District for and/or used by Consultant shall be the property of and returned to the District at the completion of the Services. . As between Consultant and the District, all rights, title, and interest in and to all intellectual property rights in Consultant IPR is owned exclusively by Consultant notwithstanding any other provision in this Agreement. Except as expressly provided in this Agreement, Consultant reserves all rights in Consultant IPR and does not grant District any rights, express or implied or by estoppel. Upon payment for the Services, Consultant shall grant the District a non-exclusive, personal, irrevocable, perpetual, non-transferable, non-sublicensable, license to use any materials provided in connection with the Services that contain Contractor IPR solely to the extent necessary for the District to use for its internal business purposes and in accordance with any trainings and documentation provided by Consultant. "**Consultant IPR**" means: (a) documentation, templates, manuals, materials, ideas, processes, methodologies, formulas, techniques, works of authorship, trade secrets, copyrights, tradenames, masks works, patents, design rights, trade dress, know-how (whether patentable or not), owned, created, or discovered prior to or separately from the work performed under this Agreement by Consultant ; (b) updates, improvements, configurations, extensions, and derivative works of the foregoing and related technical or end user documentation or manuals; and (c) intellectual property anywhere in the world relating to the foregoing. Consultant is in the business of providing consulting services drawing upon the knowledge, understanding and expertise Consultant has gained in the course of working with many other customers. Nothing in this Agreement shall assign rights in or limit Consultant's use of any know-how or knowledge pertaining to the Consultant intellectual property rights or technology. Consultant shall have a fully-paid, royalty-free, worldwide, nonexclusive, transferable, sub-licensable, irrevocable, perpetual right to use any suggestions, enhancements, recommendations or other feedback provided by the District and its users relating to the Consultant's product or services.

27. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
28. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
29. **Incorporation of Recitals and Exhibits:** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.
30. **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.
31. **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.
32. **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.
33. **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.

- 34. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.
- 35. **Indemnification:** To the furthest extent permitted by California law, CONTRACTOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of or in any way related to the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend the Indemnified Parties from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR arising out of or in any way related to the performance of this Agreement. CONTRACTOR shall, to the fullest extent permitted by California law, defend the Indemnified Parties at CONTRACTOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that CONTRACTOR proposes to defend the Indemnified Parties. This provision survives termination of this Agreement.
- 36. **Contract Publicly Posted:** This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- 37. **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 that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng

President, Board of Education
Superintendent
Chief or Deputy Chief

1/10/2019

Date

J. J. [Signature]

Secretary, Board of Education

1/10/2019

Date

CONTRACTOR

Tyrone Botelho

Contractor Signature

10/22/2018

Date

Tyrone Botelho

Founder

Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By: *[Signature]* 12.14.18
Amy Brandt, Attorney at Law



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/2018

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 have ADDITIONAL INSURED provisions or 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 CS&S/PROGRESSIVE SPECIALTY INS PO BOX 958489 LAKE MARY, FL 32746-8989 Phone - 877-724-2669 Fax - 877-763-5122	CONTACT NAME: PHONE (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Valley Forge Insurance Company			20508
INSURER B:			
INSURER C:			
INSURER D:			
INSURER E: National Fire Insurance Company of Hartford			20478
INSURER F:			

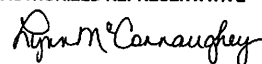
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	6025019386	11/08/2018	11/08/2019	EACH OCCURRENCE	\$ 2,000,000	
								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 2,000,000	
							GENERAL AGGREGATE	\$ 4,000,000	
							PRODUCTS - COMP/OP AGG	\$ 4,000,000	
								\$	
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	N	6025019405	11/08/2018	11/08/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
								E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Oakland Unified School District its officers and employees are added as Additional Insured Designated Person or Organization.

CERTIFICATE HOLDER Oakland Unified School District attn. Risk Management 1000 Broadway Suite 440 Oakland, CA 94607	CANCELLATION 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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Oakland Unified School District 1000 Broadway Suite 440 Oakland CA 94607
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused,

in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

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



Exhibit B - Scope of Work (Revised)

OUSD Redwood Heights Professional Coaching & Relationship Building Practices

Prepared For:

LaResha Martin

Network Superintendent Pre K-8, Network 4
Oakland Unified School District For Redwood
Heights Elementary School

Prepared by:

Tyrone Botelho

Co-founder
CircleUp Education
tyrone@circleuped.org

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Who We Are



Our Mission is to cultivate **HAPPY, THRIVING**, and **STRESS-FREE** schools, cities and organizations through designing and facilitating custom tailored training and consulting solutions on Conflict Resolution, Diversity and Equity, Restorative Practices and Professional Development.



Our Approach



We Customize Everything For YOU

Your school is unique. You deserve specialized consulting, training, keynote presentations and curriculum services that reflect the needs of your diverse community. We work intimately with you to understand the roots of your needs to produce laser-focused outcomes that make a lasting impact.

We Dive Deep Beyond The Surface

Change requires looking critically and compassionately at our values, identity, behaviors and cultural norms. CircleUp Education's trainers and consultants take the time to create safe and engaging training spaces that allow for courageous conversations while using innovative approaches to help you identify and process the challenges impacting your community.



We Use Proven Strategies

We weave together relationship building, diversity and implicit bias, and experiential Restorative Justice/ Practices into all of our services. All of our content is research-based, field-tested and reflects the most recent advancements in our field.

Our Trainers and Consultants



Your experience means everything to us, so we tailor our training and consulting solutions, creating a feeling of personalization. This is reflected through the high standard of excellence and engagement of our trainers and presenters.

Our trainers and consultants:

- Are laser-focused and detail oriented
- Have academic backgrounds and interdisciplinary expertise related to: school climate, mindfulness, education, equity, and conflict resolution
- Attend ongoing training to hone their teaching, facilitation, and conflict resolution consulting skills
- Conduct field research that enriches their ability to apply their knowledge to diverse schools and communities

[Learn more about CircleUp Education and our trainers HERE](#)

Needs Assessment

Redwood Heights Elementary School is seeking an experienced consulting organization to support the school community in addressing deep rooted conflict, harm and misunderstanding that is having a direct impact on the climate and culture in the school community. Redwood Heights Elementary School would like to provide staff and family members with the opportunity to work with an outside organization in order to:

- Receive recommendations and guidance on how to repair the harm using both preventative and responsive conflict resolution practices.
- Deepen understanding of the root causes of conflict to prevent them from recurring in the future.

Scope of Work, Outcomes, & Cost

Name	Price	QTY	Subtotal
<p>Implementation of Conflict Resolution Practices Responsive and Preventative Strategies</p> <p><u>Facilitation of Relationship Building Practices</u></p> <p>Restorative Relationship Building Practices help people to get to know one another, dispel previously held stereotypes or assumptions that they had about one another, and explore commonalities that help to create a common ground to build trust, empathy and understanding. Relationship Building Practices can include Restorative Practices Circles as well as non-circle practices. Some examples include:</p> <ul style="list-style-type: none"> Community Agreement Circles to create opportunities for communities to identify and reflect on what is needed to create a safe and courageous space to be with one another in a community. These circle practices also explore aspects of community culture such as values, norms, traditions and behaviorisms. Community Agreement Circles are used to develop a cohesive and meaningful community vision and mission. This is typically the first circle that you will engage in with students or adults in your community. 	\$2,400.00	1	\$2,400.00
<p>One-on-One Consulting</p> <p>CircleUp Education will provide one-on-one coaching and consulting to the Redwood Heights Elementary School Administration/ Leadership Team to help problem solve relationship challenges between staff and parents in order to reduce the impact that it is having on the school community. Consulting sessions may take the form of in-person meetings, phone meetings, brainstorming and strategizing sessions, coaching and skill-development. These sessions will also help to provide guidance of best practices for dismantling interpersonal barriers to communication and conflict resolution.</p>	\$1,350.00	1	\$1,350.00
<p>Additional Conflict Resolution Support</p> <p>CircleUp Education will provide additional conflict resolution support using Restorative Justice Practices between school administration and a specific family requesting such practices. This includes the preparation, facilitation and reporting of outcomes of the process. Each party will participate in the Incident Assessment Practice to help them build empathy for the other people involved and identify their needs in order to move beyond the incident. Once the parties are ready to meet, our team will facilitate a Solution Circle practice that is customized based on their needs.</p>	\$3,750.00	1	\$3,750.00
		Subtotal	\$7,500.00

Total \$7,500.00

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2018-2019



Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

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

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including the Excluded Party List, Insurance and Talent Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

Attachment Checklist	<input checked="" type="checkbox"/> For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
	<input checked="" type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/)
	<input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

Contractor Information

Contractor Name	CircleUp Education, LLC	Contractor's Contact	Tyrone Botelho		
OUSD Vendor ID #	005401	Title	Founder		
Street Address	22080 Cameron Street	City, State	Castro Valley, CA	Zip Code	94546
Telephone	510-214-2957	Email (required)	tyrone@circleup.org		
Contractor History	Previously been an OUSD contractor? No		Worked as an OUSD employee? No		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated Start Date	11/1/2018	Date Work Will End	6/30/2019	Other Expenses	\$0.00
Pay Rate Per Hour (required)	\$0.00	Number of Hours (required)			

Requisition No.	Budget Number	Resource Name	Amount
VR19-04233	010-9224-0-0000-7150-5825-941-9410-1444-9999-99999	Kaiser Permanente Grant	\$ 7,500.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Contract Amount			\$ 7,500.00

OUSD Contract Originator Information

Name of OUSD Contact	LaResha Martin	Email	laresha.martin@ousd.org		
Site/Dept. Name	Network 4	Site #	923	Phone	510-879-3276

Approval and Routing (in order of approval steps)

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

1.	Administrator / Manager (Originator) Name	LaResha Martin	Phone		Fax	
	Site/Department (Name & #)	Network 4	Date Approved			
Signature						
		<input checked="" type="checkbox"/> Administrator verifies vendor is not excluded on https://www.sam.gov/				
2.	Resource Manager Type of Funds:	<input type="checkbox"/> Restricted <input type="checkbox"/> Unrestricted <input checked="" type="checkbox"/> Grant				
	<input checked="" type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)					
	Signature	Date Approved				
Signature (if using multiple restricted resources)		Date Approved				
3.	Network Superintendent/Executive Director					
	Signature	Date Approved				
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$ _____					
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
Signature				Date Approved	12/14/18	
5.	Superintendent, Board of Education Signature on the legal contract					
Legal Required if not using standard contract		Approved		Denied - Reason		Date
Procurement	Date Received			PO Number		