

Board Office Use: Legislative File Info.	
File ID Number	14-0232
Introduction Date	3/24/14
Enactment Number	14-0484
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 _____
(To be completed by Procurement)

Subject Professional Services Contract Amendment - 1
Reuben Roberts 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 Reuben Roberts.
Services to be primarily provided to 922/Family, School, and Community Partnerships for the period of 8/13/2013 through 06/30/2014, in an amount not to exceed \$ 4,752.00.

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 Montera 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 a Professional Services Contract between District and Reuben Roberts, Oakland CA, for the latter to provide an additional 176 hours of service at Frick Middle School as the Peer Restorative Justice Coordinator under the direction of the Program Manager for Restorative Justice and in coordination with the site administrators; consultant 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 \$4,752.00, increasing the agreement from \$21,060.00 to a not to exceed amount of \$25,812.00.

Recommendation

Ratification by the Governing Board of the amendment to the professional services contract between the District and Reuben Roberts.
Services to be primarily provided to 922/Family, School, and Community Partnerships for the period of 8/13/2013 through 06/30/2014, in an amount not to exceed \$ 4,752.00.

Fiscal Impact

Funding resource name (please spell out) OSF Donation Restorative Justice
not to exceed \$ 4,752.00

Attachments

- Contract Amendment
- Copy of original contract

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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

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

This Amendment is entered into between the Oakland Unified School District (OUSD)
and Reuben Roberts (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on
August 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 \$ 4,752.00 to original contract amount
☐ Decrease of \$ _____ to original contract amount
and the new contract total is Twenty Five Thousand Eight Hundred Twelve dollars (\$ 25,812.00)

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

5. **Amendment History:**

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos 2-2-14-
☐ President, Board of Education Date
☐ Superintendent or Designee
Edgar Rakestraw, Jr. 3/27/14
Board of Education Date

CONTRACTOR

[Signature] 1/15/14
Contractor Signature Date
Reuben Roberts RS Car
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 a Professional Services Contract between District and Reuben Roberts, Oakland CA, for the latter to provide an additional 176 hours of service at Frick Middle School as the Peer Restorative Justice Coordinator under the direction of the Program Manager for Restorative Justice and in coordination with the site administrators; consultant 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 \$4,752.00, increasing the agreement from \$21,060.00 to a not to exceed amount of \$25,812.00.

SCOPE OF WORK

Reuben Roberts _____ will provide a maximum of 176.00 hours of services at a rate of \$25.00 per hour for a total not to exceed \$4,752.00. Services are anticipated to begin on 8/13/2013 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 Frick 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.
-

Search Results

Current Search Terms: reuben* roberts*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

SearchResults

Entity

Exclusion

SearchFiltersBy Record
StatusBy
Functional
Area - Entity
ManagementBy
Functional
Area -
Performance
Information

SAM | System for Award Management 1.0

IBM v1.1466.20140121-1343

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Board Office Use: Legislative File Info.	
File ID Number:	13-2682
Introduction Date:	11/11/2013
Enactment Number:	13-2541
Enactment Date:	11/20/2013 <i>l</i>



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To: Board of Education
From: GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent
Board Meeting Date: 12/11/2013
Subject: Professional Service Contract
Contractor: Reuben Roberts of Oakland, CA
Services for: 922-Behavioral Health

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Reuben Roberts, Oakland, CA, for the latter to provide: 595 hours of service. As an OUSD Peer RJ Coordinator, the consultant will provide services at Frick 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 \$21,060.00.

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.)

595 hours of service. As an OUSD Peer RJ Coordinator, the consultant will provide services at Frick 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

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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Fiscal Impact: Funding resources below not to exceed \$21,060.00

\$-5,000.00 Oakland Fund Children & Youth

\$21,060.00 Oakland Fund Children & Youth

Attachments: Professional Services Contract including Scope of Work

Waiver Summary

Resume / Statement of Qualifications

EPLS Search Results Page

Insurance Certification (if no Waiver was granted)

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between

Reuben Roberts

(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 Twenty One Thousand Sixty Dollars (\$21,060.00) [per fiscal year], at an hourly billing rate not to exceed \$27.00 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.

5. CONTRACTOR Qualifications / Performance of Services:

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

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

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

OUSD Representative:

Name: BARBARA MCCLUNG

Site /Dept.: 922-Behavioral Health

Address: 746 Grand Ave.

Oakland, CA 94610

Phone: 510-273-1539

CONTRACTOR:

Name: Reuben Roberts

Title: Program Manager

Address: 1925 7th Avenue Apt 4

Oakland, CA 94606

Phone: 510-504-8904

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

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

9. **Insurance:**

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

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

Check one of the boxes below:

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

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

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

- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

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

10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

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

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

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

Professional Services Contract

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

23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/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
☒ Superintendent or Designee

Date

GARY YEE

12/12/2013

Secretary, Board of Education

Date

CONTRACTOR

Reuben Roberts

11/12/2013

Contractor eSignature

Date

Reuben Roberts, Program Manager

Print Name, Title

EXHIBIT "A" SCOPE OF WORK

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

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

The Consultant will provide direct on-site services for the Frick 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 provide these students with training in conflict resolution, effective communication, problem solving and restorative practices. 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 checked="" type="checkbox"/> Create equitable opportunities for learning | <input checked="" type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input checked="" type="checkbox"/> Full service community district |

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

Please select:

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

– Item Number(s): Not Applicable

No Restricted Funds

- ☐ **Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email or 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: 922-Behavioral Health

Principal / Department Head: BARBARA MCCLUNG

Contractor Name: Reuben Roberts

Business Name: Reuben Roberts

Contract Type: Standard

Anticipated Start Date: 08/13/2013

Contract End Date: 06/30/2014

Rate Type: HOURLY

Contract Amount: \$21,060.00

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:

Reuben Roberts

77 Brook Avenue Apt G10
Passaic, NJ 07055
C: 510.504.8904
H: 973.473.5790
rjr5194@yahoo.com

CAPABILITIES: Thoughtful and diplomatic individual with proven experience in staff supervision, support, and general management of educational, recreational, and residential settings.

PROFESSIONAL EXPERIENCE

Kaplan House, New York, NY October 2011 to January 2012 (*Milieu Counselor*)

- Responsibility for day to day care for consumers living in the apartment/home; including helping consumers to maintain personal hygiene, appropriate social interaction, utilize leisure time and food services.
- Planning, supervising, running and participating in activities on behalf of the consumers.
- Accompanying consumers on trips, outings into the community and supervising these activities.
- Report observations about consumers, including, but not limited to unusual issues, accidents and injuries. Report actual or suspected abuse, neglect, illness and unusual behaviors.
- Maintain basic cleanliness of the residential facility.

New York Sports Club, White Plains, NY July 2011 to November 2011 (*Personal Trainer*)

- Provided services in physical training geared towards creating sustainable healthy living habits
- Organized individual meetings to setup schedules and convenient workout regimens to follow on a weekly basis
- Maintained the keep-up and cleanliness of the recreational facility while providing ample services for all clients and gym members

Brothers on the Rise, Edna Brewer Middle School, Oakland, CA March 2010 to June 2011

(Program Specialist, Educational/Behavioral Counselor, Summer Camp Lead Counselor, After School Group Counselor)

- Coordinated monthly speaker series events bringing in diverse groups of professionals to talk to youth
- Organized programs geared towards uplifting students behavior and educational success
- Facilitated therapeutic group sessions for the development of youth leadership
- Participated in mandatory weekly meetings with principal and social work staff regarding supervision and awareness of students
- Maintained accurate and detailed records of students' progress in the classroom and at home
- Managed after school program by creating activities to develop teamwork sportsmanship and respect for students and their peers

The Abbott House, Bronx, New York January, 2009 – December 2009 (*Residential Counselor*)

- Supervised residents to ensure a safe living environment.
- Interviewed and trained youth counselors to run the Abbott House program.

- Coordinated residential programs: group guidance intervention, group counseling, anger management, cultural events, recreational activities, and study sessions.
- Community outreach and activities. field trips, creating budgets for bank accounts, shopping and money management training.
- Participated in mandatory monthly meetings with agency staff regarding supervision and awareness for residents.
- Member of Case Planning Review Committee for residents.
- Counseled and mediated all levels of situations between staff and residents.

The Jubilee Center, Hoboken, NJ January 2008 to December 2008 (*Youth Counselor*)

- Planned, coordinated, and monitored group activities for youth ages 7 to 13
- Assisted with basic counseling and caring for children
- Assumed duties throughout community for families and children

Children's Village, Dobbs Ferry, NY August 2006 to October 2007 (*Socio-therapist/Educational Counselor*)

- Provided daily supervision for at-risk teens ages 14 to 17
- Used therapeutic intervention to assist residents with their daily issues
- Enforced daily responsibilities and supervised teens with their personal hygiene
- Maintained accurate and detailed records of daily activities as mandated by New York State
- Coordinated off-site educational trips and drove company vehicles

EDUCATIONAL BACKGROUND

Ramapo College of New Jersey, Mahwah, NJ
Bachelor of Science Degree, Major: Sociology
Concentration: Community Development
 Graduated May 2006

Relevant Coursework:

Social Race Relations	Gender, Work, and Family
Criminology	Social Movements
Social Research w/Computers	Social Statistics w/Computers
Sociology of Community	Fieldwork (Juvenile – At Risk Youth)

CERTIFICATION

- TCI (Therapeutic Crisis Intervention) Certified.
- CPR (Cardiopulmonary Resuscitation) Certified.
- ACS (Administration for Children Services) Mandated Reporter for New York State

RELATED EXPERIENCE

Field Work - Alfonso Moody Program (Juvenile Detention Center) - September 2005 – May 2006
 Brothers Making a Difference (BMAD) - September 2005 - May 2006
 Proficient athlete in Basketball - High School, Collegiate, and Professional Level
 Provided Personal Training Courses for Staff & Students on Campus

Technical Skills: Microsoft Word, Data Entry, PowerPoint, Excel, Photo Shop, Statistics Predictive Solutions Survey database, and Internet

TUBERCULIN TEST VERIFICATION

Attended our clinic for an intradermal PPD-S

(Signature/Title)

NOTE: THIS CARD IS NOT A REFERRAL OR ORDERS FOR A CHEST X-RAY

Comments _____

38/27/08

3. **TECHNICAL ST RACING**

Accession and browsing facilities, such as temporary Internet Files (TEMP) loading and etc.



CERTIFICATE OF LIABILITY INSURANCE

REUBROB-01

CKAO

DATE (MM/DD/YYYY)

10/8/2013

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:	
INSURED Reuben Roberts 16115 E. 14th St. San Leandro, CA 94578	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Insurance Co.	25658
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		6802C881259	8/29/2013	8/29/2014	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) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$	
A	AUTOMOBILE LIABILITY			6802C881259	8/29/2013	8/29/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS							BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS							PROPERTY DAMAGE (Per accident) \$
								\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$	
	EXCESS LIAB		AGGREGATE \$					
	DED \$ RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A					WC STATUTORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						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 as additional insured as respects the general liability of the insured.

Location: Oakland Unified School District, Attn: Risk Management, 900 High Street, Oakland, CA 94601

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District 1025 Second Ave. Oakland, CA 94606-2212	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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HUMAN RESOURCES SERVICES & SUPPORT

2013-10-14

OUSD USE ONLY

Roberts, Reuben
1925 7th Avenue Apt 4
Oakland, CA 94606
ATTN: Reuben Roberts

RE: Authorization to proceed with consultant contract processing

Dear Reuben Roberts:

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