Board Office Use: Leg	islative File Info.		
File ID Number	12-0750		OAKLAND UNIFIED
Introduction Date	04/25/2012		SCHOOL DISTRICT
Enactment Number	12-1070		ه <sub>م</sub> سمعه لا لا لا محمديه الا مريسية الا مريسية عندي يسمي لا لا مريسية عامية.
Enactment Date	4-23-1292	Communi	ty Schools, Thriving Students
Memo To From	Board of Education Tony Smith, Ph.D., By: Maria Sant	50	e and
1 Iom	Equity-in-A		
Board Meeting Date (To be completed by Procurement)	4-25-12		
Subject	Peacemakers, Inc.	es Contract Amendment - 1 San Leandro CA Claremont Middle School	(Contractor, City/State) - (site/department)
Action Requested	contract between the Services to be prima	verning Board of the amendment he District and <u>Peacemakers, Inc.</u> arily provided to201 Clard /01/2011through06/30/2012	emont Middle School for
Background A one paragraph explanation of why an amendment is needed.	coupled system of supp Peacemakers supports	acted by social/emotional needs and disp oort is necessary to mitigate the challenge our most vulnerable students and familie ents have more effective time on task.	s to academic learning.
Discussion One paragraph summary of the amended scope of work.	San Leandro CA., for the minimum of 4 mentors for study skills; this support academic tutoring, home December 1, 2011 thoug	Professional Services Agreement between the latter to provide 1,500 additional hours for 35 hrs per week to support intervention t will serve focal students and their familie re visits, classroom support, and parent/te righ June 30, 2012, for an additional amount to exceed amount from \$30,000.00 to \$6 effect.	of services, including provide a n in the areas of reading/math and es by providing mentoring classes, eacher support, for the period int not to exceed \$30,000.00,
Recommendation	contract between the Services to be prima	verning Board of the amendment he District and <u>Peacemakers, Inc.</u> arily provided to <u>201 Clard</u> /01/2011through06/30/2012 	emont Middle School for
Fiscal Impact	Funding resource na	ame (please spell out) <u>GP</u> not to exceed t	30,000.00
Attachments	<ul><li>Contract Am</li><li>Copy of original</li></ul>	nendment inal contract	

Board Office Use: Legislative File Info.		
File ID Number	12-0750	
Introduction Date	04/25/2012	
Enactment Number	12-1070	
Enactment Date	4-25-12 22	



Community Schools, Thriving Students

# AMENDMENT NO.\_\_1 TO PROFESSIONAL SERVICES CONTRACT

a	This Amendment is entered into between the Oakland Unified School District (OUSD) nd <u>Peacemakers, Inc.</u> (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services of 12/01/, 20 <u>11</u> , and the parties agree to amend that Agreement as follows:	'n
1.	Services:	
[	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. <u>Revised scope of work attached.</u> OR, The CONTRACTOR agrees to provide the following amended services:	of
are	sultant will provide additional 1,500 hours for minimum of 4 mentors for 35 hours per week to support intervention in the as of reading/math and study skills; this support will serve focal students and their families by providing mentoring ses, academic tutoring, home visits, classroom support, and parent/ teachers (SST) support.	ne
2.	<b>Terms</b> (duration): The term of the contract is <u>unchanged</u> .	_

If the term has changed: The contract term is extended by an additional <u>14 Weeks</u> (days/weeks/months), and the amended expiration date is <u>06/30/2012</u>.

3.	<b>Compensation:</b> I the contract price is <u>unc</u>	<u>manged</u> .	
	If the compensation has changed: Th	ne contract price is amended by	
	Increase of \$ 30,000.00	to original contract amount	
	Decrease of \$	to original contract amount	

and the new contract total is Sixty thousand

 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 President, Board of Education

Superintendent or Designee

doer Rakestraw, Jr.,

Board of Education

atte lus

CONTRACTOR Contractor Signature dunhe Print Name, Title

dollars (\$60,000.00

Rev. 5/11 v1 New Reg. No. R0203355 P.O. No. P1204805

## EXHIBIT "A" Scope of Work

## DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is <u>not</u> 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** <u>WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.</u>]

## Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Amendment No. 1 of a Professional Services Agreement between the District and Peacemakers, Inc, San Leandro CA., for the latter to provide 1,500 additional hours of services, including provide a minimum of 4 mentors for 35 hrs per week to support intervention in the areas of reading/math and study skills; this support will serve focal students and their families by providing mentoring classes, academic tutoring, home visits, classroom support, and parent/teacher support, for the period December 1, 2011 though June 30, 2012, for an additional amount not to exceed \$30,000.00, increasing contract not to exceed amount from \$30,000.00 to \$60,000.00. All terms and conditions remain in full force and effect.

# SCOPE OF WORK

Peacemakers, Inc. will provide a maximum of 1,500.00 hours of services at a rate of \$ 20.00 per hour for a

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.

1. Provide a minimum of 4 mentors for 35 hours per week to support intervention in the areas of reading/math and study skills; this support will serve focal students and their families by providing mentoring classes, academic tutoring, home visits, classroom support, and parent/teacher (SST) support.

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 following will be reflected by students:

- a) Increase in student's attendance
- b) Increase in academic achievement

c) Decrease in referrals for academics intervention

#### **Description of Task**

1. Provide a minimum of 4 mentors for 35 hours per week who will serve students and their families providing mentoring classes, academic tutoring, home visit, classroom support, and parent/teacher (SST) support.

#### Measurement

- 1a. Principal/Teacher Assessment
- b. Student progress in grades District Benchmarks and Attendance
- c. Focal Title 1 students are able to demonstrate organized study skills and improved skills in reading fluency and/ or math.

# 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	Prepare students for success in college and careers
Develop social, emotional and physical health	Safe, healthy and supportive schools
Create equitable opportunities for learning	Accountable for quality
High quality and effective instruction	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.

AC	ORD CERTIFIC	Phone: (610)483-6867	THIS CERT	FIGATE IS ISSU	ED AS A MATTER OF W	11/07/2011
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	San Leandro, CA 94577		WEL TER D			
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				a Più	nted by NCP on November	

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Community Schools, Thriving Students

# **PROFESSIONAL SERVICES CONTRACT**

# **AMENDMENT ROUTING FORM 2011-2012**

## Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order amount has been increased by Procurement. 1. Contractor and OUSD contract originator reach agreement on modification to original contract. 2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment. 3. If contract total amount has increased, the scope of work has changed. OUSD contract originator creates new requisition with the original PO number referenced in the item description. 4. OUSD contract originator submits amendment packet to Procurement for approval within two weeks of creating the requisition. When the contract amendment is approved Procurement will add additional funds to the original Purchase Order. Attachment Contract amendment packet including Board Memo and Amendment Form Checklist Amended Scope of work (be specific as to what is changing) Copy of original contract OUSD Staff Contact Emails about this contract should be sent to: benjamin.schmookler@ousd.k12.ca.us **Contractor Information** Contractor Name Peacemakers, Inc. Agency's Contact Henry (Hank) L. Roberts OUSD Vendor ID # 1000462 Title Founder/CAO State CA Zip 94577 Street Address 3081 Teagarden Street City San Leandro Telephone (510) 347-4620 Email peacemakershr3@aol.com Compensation and Terms - Must be within the OUSD Billing Guidelines **Original PO Number** P1204805 **Original Contract Amount** \$ 30,000.00 Amended Amount \$30,000.00 New Requisition # R0203355 New Total Contract Amount \$60,000,00 Start Date 12/01/2011 End Date 06/30/2012 **Budget Information** If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition. **Resource # Resource Name** Org Key **Object Code** Amount 0000 GP \$ 30,000.00 9989961101 5825 5825 \$ 5825 \$ Approval and Routing (in order of approval steps) Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement. Name Benjamin Schmookler Phone 6547337 Fax 6547341 Site Administrator or Manager

1.	Sile / Depa	artiment 20	I Claremont wilddle Sc	1001		-
	Signature	BEAN		Date Approved	3-6-12	
Resourc		ource Manager, if using funds managed by: State and Federal Quality, Community, School Development Complementary Learning / After School Programs				
2.	Signature		1	Date Approved		
	Signature	0	the s	Date Approved		
3.	Regional	or Executive Officer	Augar 11	$\Lambda () =$	li-	
Э.	Signature	1 with	HUNNE	Date Approved	3-18/2012	
4.	Deputy Si	uperintendent Instructional Le	dership / Deputy Super	intendent Business Operations	Consultant Aggregate Under \$50,0	000
4.	Signature	Mario Da	ntos	Date Approved	3-23-12.	
5. Superintendent or Board of Education Signature on the legal contract						
Lega	al Required	if not using standard contract	Approved	Denied - Reason	Date	
Proc	urement	Date Received		PO Number		

THIS FORM IS NOT A CONTRACT

Board Office Use: Le	gislative File Info.
File ID Number	11-3240
Introduction Date	2-3-12
Enactment Number	12-0711 0
Enactment Date	2-8-12 0



Memo	
То	The Board of Education
From	Tony Smith, Ph.D., Superintendent By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action Vernon Hal, Deputy Superintendent, Business & Operations
Board Meeting Date (To be completed by Procurement)	2-8-12
Subject	Professional Services Contract - Peacemakers, Inc. San Leandro Ca (contractor, City State) 201 - Claremont Middle School (site/department)
Action Requested	Ratification of a professional services contract between Oakland Unified School District and
	be primarily provided to 201 - Claremont Middle School for the period of 12/01/2011 through 03/05/2012
Background A one paragraph explanation of why the consultant's services are needed.	Many students are impacted by social/emotional needs and disparate community resources. A tightly coupled system of support is necessary to mitigate the challenges to academic learning. Peacemakers supports our most vulnerable students and families so teachers may focus more time on instruction and students have more effective time on task.
Discussion One paragraph summary of the scope of work.	Peacemakers provides: academic/social/emotional mentoring and tutoring to vulnerable students in order to Improve achievement in the areas of reading/math & study skills; services to increase students' time on task; support of learning goals and coordination of services between home/school, including home visits; and, a maximum of 1,500 hours of service in an amount not to exceed \$30,000.00, from 12/1/11 thru 3/5/12.
Recommendation	Ratification of professional services contract between Oakland Unified School District and <u>Peacemakers, Inc.</u> , Services to be primarily provided to <u>201 - Claremont Middle School</u> for the period of <u>12/01/2011</u> through <u>03/05/2012</u> .
Fiscal Impact	Funding resource name (please spell out)       IASA Title I         Tier III       not to exceed \$ 30,000.00
Attachments	<ul> <li>Professional Services Contract including scope of work</li> <li>Fingerprint/Background Check Certification</li> <li>Commercial General Liability Insurance Certification</li> <li>TB screening documentation</li> <li>Statement of qualifications</li> </ul>

Board Office Use: Legislative File Info.		
File ID Number	11-3240	
Introduction Date	2-8-12	
Enactment Number	12-0711	
Enactment Date	2-8-12 F	



# **PROFESSIONAL SERVICES CONTRACT 2011-2012**

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

- 1. Services: CONTRACTOR shall provide the services described in Exhibit "A," attached hereto and incorporated herein by reference ("Services" or "Work").
- Terms: CONTRACTOR shall commence work on <u>12/01/2011</u>, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than <u>03/05/2012</u>.

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: N/A

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

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

- 4. Submittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
  - 1. Individual consultants:

Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.

Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.

Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.

2. Agencies or organizations:

Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.

- 6. CONTRACTOR Qualifications / Performance of Services.

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

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

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

P.O. No.

OUSD Representative:	CONTRACTOR:
Name: Deitra Atkins	Name: Henry (Hank) L. Roberts Peacemakers, Inc.
Site /Dept.: 201 - Claremont Middle Sch	col Title: Founder/CAO
Address: College Avenue	Address: 3081 Teagarden Street
Oakland, CA 94608	San Leandro Ca 94577
Phone: (510) 654-7337	Phone: (510) 347-4620

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

#### 8. Invoicing

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

- Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
- 2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
  - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
  - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.
- 9. Status of Contractor: This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

#### 10. Insurance:

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

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- 11. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

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

Contractor initial:

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

- 20. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 21. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  - 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  - 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Rev. 6/01/11 v2

- 22. Limitation of OUSD Liability. Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. Confidentiality. The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 25. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties
- 26. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. Contract Contingent on Governing Board Approval: The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts 29. together shall be construed as one document.
- 30. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

## Summary of terms and compensation:

Anticipated start date: 12/01/2011

Work shall be completed by: 03/05/2012

Total Fee: \$ 30,000.00

#### **OAKLAND UNIFIED SCHOOL DISTRICT**

Maria Santas

Superintendent or Designee

Secretary, Board of Education

CONTRACTOR Contractor/Sit

Date

Henry (Hank) L. Roberts Pear Founder/CAO Print Name, Title

Edgar Rakestraw, Jr., Secretary Board of Education

## **EXHIBIT "A" Scope of Work**

## DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is <u>not</u> 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 <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

## Summary for Board Memo and Board Agenda - Must accurately align with scope of work below.

Peacemakers provides: academic/social/emotional mentoring and tutoring to vulnerable students in order to improve achievement in the areas of reading/math & study skills; services to increase students' time on task; support of learning goals and coordination of services between home/school, including home visits; and, a maximum of 1,500 hours of service in an amount not to exceed \$30,000.00, from 12/1/11 thru 3/5/12.

# SCOPE OF WORK

Peacemakers, Inc. will provide a maximum of <u>1,500.00</u> hours of services at a rate of <u>\$ 20.00</u> per hour for a

total not to exceed \$30,000.00 Services are anticipated to begin on 12/01/2011 and end on 03/05/2012

 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.

See attachment

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 following will be reflected by students:

- a) increase in student attendance
- b) increase in academic achievement
- c) decrease in referrals for academic intervention

#### Description of Task:

1. Provide a minimum of 4 mentors for 35 hours per week who will serve students and their families providing mentoring classes, academic tutoring, home visits, classroom support, and parent/teacher (SST) support

Measurement:

- 1a. Principal/Teacher Assessment
  - b. Student progress in grades district benchmarks and attendance
    - e. Focal Title 1 students are able to demonstrate organized study skills and improved skills in reading fluency and/or math.
    - \* See attached Exhibit A-Scope of work

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

# Exhibit A - Scope of Work for Claremont Middle School

Contractor Name: Peacemakers, Inc.

# Goal of the contract:

To establish a well-rounded multi-facet relationship, between Oakland Unified School Direct (Claremont Middle School) and Peacemakers, Inc. through collaboration with teachers, parents, counselors and administrators to create positive behavior and improved academic progress for the students.

# **Description of Task:**

1. Provide a minimum of 4 mentors for 35 hours per week to support intervention in the areas of reading/math and study skills; this support will serve focal students and their families by providing mentoring classes, academic tutoring, home visits, classroom support, and parent/teacher (SST) support.

# **Measurement:**

- 1. Principal/Teacher Assessment
  - Student progress improved grades
  - > Decrease in number of student referrals for intervention
  - Decrease in the number of students in FBB and BB as measured by district benchmarks
  - Improved attendance.
  - Focal Title I students are able to demonstrate organized study skills and improved skills in reading fluency and/or math.
- 2. Documented bi-monthly meetings or meetings as needed with principal or staff designee to review progress of service.
- 3. Log Meeting Maintain confidential documentation of service provided.
- 4. Program Review: a) Review by CEO or designee; b) Review by Principal or designee

- 4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds) Please select:
  - C 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.

programs are coming back to serve as adult mentors. Contributing to the next generation, their families, schools, and the Bay Area community—success, gladness and joy. Indeed!

## **Corporate Mentors for Peace**

Your corporation or business can provide mentorship to Peacemakers, Inc., through volunteering or with a financial contribution. Corporate mentors can consist of a select group of employees or an entire company.

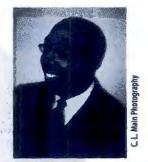
As a mentoring community all that participate receive training in conflict resolution. Many of the students that we first encounter use physical aggression and mental, even verbal abuse as a means to address conflict in their daily responses. This is due to demonstration of such behavior by peers and key adults in their lives. Your training and involvement can break this cycle of violence. Improving a student's self-esteem, and academic performance. We welcome your commitment in our academic communities. Corporate mentoring and gifting impacts all socially-educationally. Reminding us that the child helped today, may well be that business associate of tomorrow.



Site Coordinator Santa Fe Elementary School Information on mentoring and corporate gifting can be found at: www.peacemakersinc.us or call us at: 510/347-4620 ext. 124.

## **Our Gifting Levels**

Gold Members Silver Members Bronze Members Team Players \$10,000.00 and Up \$5,000.00 to \$10,000.00 \$1,000.00 to \$5,000.00 Your generous contribution



#### **Hank Roberts**

Hank Roberts, *Founder*, is a graduate of Southern Illinois University, Carbondale, Illinois. He has a Bachelor of Science Degree in Psychology. In 2004, Hank Roberts was employed by 3M as a Hospital Sales Trainer and was the corporation's number one pharmaceutical salesman in the nation. In 2000, Hank Roberts was honored by the San Francisco Library Foundation with The Bay Area's Unsung Hero Award.Hanks' first soccer team came from multi-cultural East Oakland. He has been named Soccer Coach of the Year in District 4–Northern California.

#### **Dr. Marlin Foxworth**

Dr. Marton Foxworth holds a PhD in Education and brings a plethora of expertise and experience in education to Peacemakers Inc. Dr. Foxworth's experience as a Superintendent of Milpitas, Hayward, Rialto and Oakland Unified School Districts as Associate Superintendent of Secondary Education; Director of Student Services and Safety/School Climate have been vital in defining the need of Peacemakers, Inc. in schools. His work as Principal and teacher in Los Angeles, Berkeley, San Francisco and Oakland Unified School Districts provide experience and understanding of the cultural diversity necessary to work with students and parents.

In 2000, Dr. Foxworth received the Ida B. Wells Risk Taker Award and in 1998 received the Martin Luther King Jr. Award from the City of Hayward, California. Dr. Foxworth is the author of The Black White Divide in America Still: The Inherent Contradiction in Partial Equality and numerous other writings including his PhD dissertation Conflict in an Urban School: A Case Study.

## Peacemakers' History

Henry L. Roberts—*Hank Roberts* as he is fondly known to friends and colleagues became a mentor for The Boys and Girls Club of Oakland, California in 1986. The areas of greatest need for mentoring were in: ballet, fencing and soccer. Ballet was foreign territory. Fencing involved sworts; having grown up in St. Louis, Missouri Hank Roberts had witnessed his fair share of weaponry. Soccer it was! Even though Hank knew nothing of the sport.

As a soccer coach, Hank elevated the self-esteem of disadvantaged youth — in particular pre-adolescent/adolescent boys. Mentoring and coaching were a natural blend, the perfect ingredients, which caused all who collaborated with Hank Roberts to succeed. Not only in soccer, but academically as well. The seeds—children playing soccer, rooted Peacemakers, Inc... on the educational map here in the Bay Area community.

Reacemakers became incorporated in 2000. Allowing their program to be fully utilized in the Oakland Unified School District and the Ravenswood School District of East Palo Alto. This educational partnership enables children from kindergarten – fifth grade, advancing on to middle school (Covernont Middle School,

Oakland, California) to learn in peace; Peacemakers' services educate students to become neef leaders, role models-Junior Peacemakers, within their schools, Including extra-durricular activities enriching their lives. Students, their peers, and adult mentors interact daily reinforcing a structured atmosphere, where self-esteem and academic success are always fostered. Approaching conflict resolution through praise, positive discipline and continual assessment of each student-their individual educational contract, Peacemakers' program(s), educators, each school, and all families. This is nothing fancy, but critical to the success of the entire community.

The following questions are constantly probed with respect to educational contracts: Is the student thriving? If not, why? What is the home environment like? What can Peacemakers do to contribute to the effectiveness of the parents or caregivers who live with, parent, and shelter our students? Peacemakers, Anc., provides outreach and aid through counseling, financial aid, vocational training, education, and provision of food and clothing. Something is working, Graduates who have participated in Peacemakers'

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www.peacemakersinc.us

Peacemakers Inc., is committed to providing the unique school site serviceof mentoring/counseling for families. Our programs are designed to enhance the needs of children/families, which ultimately create a safe school climate. Conducive for all children to learn appropriate behavior skills; improving academic performance.



Peacemakers, Inc. 3081 Teagarden Street San Leandro, CA 94577 (510) 347-4620, Ex. 124

November 21, 2011

To Whom It May Concern:

Peacemakers has been in existence since 1986, and a non-profit since 2000. Peacemakers has provided services to numerous schools. The following is a partial list:

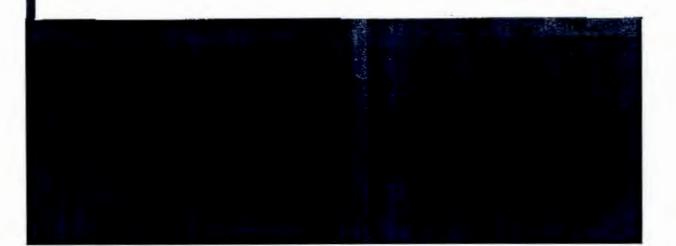
# **Oakland Unified School District**

Prescott Elementary School Santa Fe Elementary School Community Day Alternative School Claremont Middle School Lafayette Elementary School Village Academy Alternative School Parker Elementary School Washington Elementary School Oakland Technical High School McClymonds High School

# **Tracy Unified School District**

4 Middle Schools

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programs are coming back to serve as adult mentors. Contributing to the next generation, their families, schools, and the Bay Area community—success, gladness and joy. Indeed!

### **Corporate Mentors for Peace**

Your corporation or business can provide mentorship to Peacemakers, Inc., through volunteering or with a financial contribution. Corporate mentors can consist of a select group of emplorees of an entire company.

As a mentoring, community all that participate receive training in conflict resolution. Many of the students that we first encounter use physical aggression and mental, even verbal abuse as a means to address conflict in their daily responses. This is due to demonstration of suchbehavior by peers and key adults in their lives. Your training and involvement can break this cycle of violence. Improving a student's self-esteem, and academic performance. We welcome your commitment in our academic communities. Corporate mentoring and gifting impacts all socially educationally. Reminding us that the child helped today, may well be that business associate of tomorrows



Kazi Foxworth Site Coordinator Santa Fe Elementary School Information on mentoring and corporate gifting can be found at: www.peacemakersinc.us or call us at: 510/347-4620 ext. 124.

## **Our Gifting Levels**

Gold Members Silver Members Bronze Members Team Players \$10,000.00 and Up \$5,000.00 to \$10,000.00 \$1,000.00 to \$5,000.00 Your generous contribution



Hank Röberts, *Journalet*, is a graduate of Southern Illinois University, Carbondale, Illinois Uleinasia Bachalmin, Strenkie Degree in Psychology, in 2004. Hank Roberts was employed by 3M as a Hospital Sales Trainer and was the corporation is number one pharmaceutical sales man in the nation, in 2000. Har y Roberts was bonned by the San Francisco Ubrary Foundation with The Bay Area's Unsuing Hero Awapt Hanks' First source ream came from InUtil Orlina) East Oakland. He has been named Source Upsich of the Year in District 4–Northern California.

#### Dr. Marlin Foxworth

Hank Roberts

The Warton Forwarth helds a PhDPA Education and brings a plethora of experies e and experience in education to Peacemakers Inc. Dr. Forworth's experience as a synchrotenulent of Milpitas, Hayward, Raith and Gasland Unified School Districts as Associate Superintencenter Secondary Education. Director of Student Services and Safety, School Kilmate have been viral in defining the need of Peacemakers, Inc., it schools, Justwork as Principal and teacher in Los Angeles, Berkeley, san Francisco and Gakland Unified School Districts providerenge hence and understanding of the cultural diversity necessary to you with students and parents.

e In 2000, Dr. Foxworth received the Ida B. Wells Risk Taker Award and in 1998 received the Martin Luther King Jr. Award from the City of Hayward, California, Dr. Foxworth is the author of The Black White Divide in America Still: The Inherent Contradiction in Partial Equality and numerous other writings including his PhD dissertation Conflict in an Urban School: A Case Study.

## Peacemakers' History

Henry L. Roberts - Hork Roberts as he is fondly known to brends and colleagues became a mentor for The Boys and Girls Club of Oakland, California in 1986. The areas of greatest need for mentoring were in: ballet, fencing and soccer. Ballet was foreign territory. Fencing involved sworths; having grown up in St. Louis, Missourd Hank Roberts had witnessed his fair share of weapour. Soccer it was fore though Hank know nothing of the sport.

As a societ coach. Hank elevated the self-esteem of disadvantaged youth—in particular pro-adolescent/adolescent boys. Mentoring and coaching were a natural blend, the perfect ingredients, which caused all who collaborated with Hank Roberts to succeed. Not only in societ, but academically as well. The seeds—children playing societ, rooted Peacemakers, Inc., on the educational map here in the Bay Area community

Peacemakers became incorporated in 2000. Allowing their program to be fully utilized in the Oaldand Unified School District, and the Ravenswood School District of East Palo Alto. This educational partnership enables children from kindergarten – fifth grade, advancing on to middle school (Charemont Middle School, Oakland, Colifornia) to learn in peace? Peacemakers' services educate students to become peer leaders, role models-Junior Peacemakers, within their schools, hicluding extra-durticular activities enriching their lives. Students, their peers, and adult mentors interact daily reinforcing a structured atmosphere, where self-esteem and academic success are always fostered. Approaching conflict resolution torough praise, positive discipline and continual assessment of each student-their individual educational contract, Peacemakers' program(s), educators, each school, and all families. This is nothing fancy, but critical to the success of the entire community.

The following questions are constantly probed with respect to educational contracts: Is the student thriving? If not, why? What is the home environment like? What can Peacemakers do to contribute to the effectiveness of the parents or caregivers who live with, parent, and shelter our students? Peacemakers and shelter our students? Pea



www.peacemakersinc.us

Peacemakers Inc., is committed to providing the unique school site service of mentoring/counseling for families. Our programs are designed to enhance the needs of children/families, which ultimately create a safe school climate Conducive for all children to learn appropriate behavior skills; improving academic performance. Montoring Support

Housing & Community Jepment: Canadity Build Commonity Health Augmently Cinics, Outro

Family Support Systems Secto-economical Educational Support and Recovers



Peacemakers, Inc. 3081 Teagarden Street San Leandro, CA 94577 (510) 347-4620, Ex. 124

November 21, 2011

To Whom It May Concern:

Peacemakers has been in existence since 1986, and a non-profit since 2000. Peacemakers has provided services to numerous schools. The following is a partial list:

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# **Oakland Unified School District**

Prescott Elementary School Santa Fe Elementary School Community Day Alternative School Claremont Middle School Lafayette Elementary School Village Academy Alternative School Parker Elementary School Washington Elementary School Oakland Technical High School McClymonds High School

**Tracy Unified School District** 

4 Middle Schools

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