

Board Office Use: Legislative File Info.	
File ID Number	14-2404
Introduction Date	1-14-15
Enactment Number	150064
Enactment Date	1/14/15 02



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and
Tiago J. Robinson
(CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on August 18, 2014
and the parties agree to amend that Agreement as follows:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> . <input checked="" type="checkbox"/> The scope of work has <u>changed</u> .	
If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.			
<input checked="" type="checkbox"/> <u>Revised scope of work attached.</u> OR <input type="checkbox"/> The CONTRACTOR agrees to provide the following amended services:			
2.	Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> . <input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .	
If the term has changed: The contract term is extended by an additional <u>SIX MONTHS</u> (days/weeks/months), and the amended expiration date is <u>June 30, 2015</u> .			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> . <input checked="" type="checkbox"/> The contract price has <u>changed</u> .	
If the compensation has changed: The contract price is amended by			
<input checked="" type="checkbox"/> Increase of \$ <u>25,000.00</u> to original contract amount			
<input type="checkbox"/> Decrease of \$ _____ to original contract amount			
and the new contract total is <u>Forty Five Thousand</u> dollars (<u>\$ 45,000.00</u>)			

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 Board of Education and/or the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature]

President, Board of Education _____ Date _____

Superintendent _____

Chief or Deputy Chief *[Signature]*

Secretary, Board of Education _____ Date 1/15/15

CONTRACTOR

[Signature]

Contractor Signature _____ Date _____

TIAGO J ROBINSON

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.

Ratification by the Board of Education of a Professional Services contract between District and Tiago J. Robinson, of Pinole, CA, for the latter to provide 400 hours of service in the capacity of S3 Coordinator for Oakland High School. Consultant will be working with the 9th SLC team to devise a schedule of Bullying and Violence Prevention topics during the advisory period for 9th, 10th, and 11th grade students, collaborating with PBIS Coach to develop agenda of the S3 Grant presentation during Buy Back Days and maintain records of collaborative work in meetings and implementation. Under the direction of the school site administrator and supported by the District S3 coach, the Coordinator will serve for the period of August 18, 2014 through June 30, 2015 in an amount not to exceed \$45,000

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.**

- * Oakland High School will experience a two percentile point gain in the sub-domain High Expectations and Caring Relationships, taking our school from the 13th to the 15th percentile
 - * Oakland High School will experience a two percentile point gain in the sub-domain Opportunities for Meaningful Engagement, taking our school from the 23rd to the 25th percentile
 - * Oakland High School will experience a two percentile point gain in the sub-domain Harassment and Bullying, taking our school from the 39th to the 41th percentile
 - * Oakland High School will experience a two percentile point gain in the sub-domain Physical Violence Perpetration, taking our school from the 45th to the 47th percentile
- The contractor will coordinate the S3 site project, monitor project implementation to ensure that programmatic interventions are implemented as described in the work plan, coordinate the annual Cal-SCHL Survey among all students, staff, and parents and ensure a 60% response rate for students and staff; maintain required documentation of all project services, activities, accomplishments, and program records; work with school and district staff to develop and submit the S3 annual progress reports and expenditure reports; and maintain and/or monitor any budget or project modifications; work with site and district staff to ensure that funds are expended for allowable costs in compliance with the approved budget; comply with CDE evaluator requirements and coordinate ongoing data collection for evaluation purposes; facilitate and document S3 intervention team meetings.

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 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:** _____
- Action Item added as modification to Board Approved CSSSP – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.**
 - a. 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.
 - b. Meeting announcement for meeting in which the CSSSP modification was approved.
 - c. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 - d. Sign-in sheet for meeting in which the CSSSP modification was approved.



AMENDMENT ROUTING FORM 2014-2015

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1

Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order has been increased by Procurement.

- Contractor and OUSD contract originator reach agreement on modification to original scope of work and compensation.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- If contract total amount has increased, the scope of work must change. OUSD contract originator creates new requisition with the original PO number referenced in the item description.
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

When the contract amendment is approved, Procurement will add additional funds to the original Purchase Order.

- Attachment Checklist
- Contract amendment packet including Board Memo and Amendment Form
 - Amended Scope of Work (Be specific as to what additional work is being done by this consultant.)
 - Board approved copy of the original contract and any prior Amendments.

OUSD Staff Contact Emails about this contract should be sent to: (required) Matin Abdel-Qawi@ousd.k12.ca.us

Contractor Information

Contractor Name	Tiago J. Robinson	Agency's Contact	Tiago J. Robinson				
OUSD Vendor ID #	I004932	Title	Consultant				
Street Address	2551 Francis Drive	City	Pinole	State	CA	Zip	94564
Telephone	(415)509-1177	Email (required)	wegotgame@hotmail.com				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 20,000.00	Original PO #	P15022844	New Requisition #	R0152151
Amended Amount	\$ 25,000.00	Start Date	August 18, 2014	End Date	June 30, 2015
New Total Contract Amount	\$ 45,000.00	Pay Rate Per Hour	\$ 50.00	# of Hours	500

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
3725	Safe & Supportive S	3041110304	5825	\$ 25,000.00
			5825	
			5825	

Approval and Routing (in order of approval steps)

Additional services above original contract cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

1.	Administrator / Manager (Originator)	Name	<u>Matin Abdel-Qawi</u>	Phone	<u>510-874-3676</u>
	Site/Department (Name & #)	<u>Oakland High School</u>		Fax	<u>510-874-3675</u>
	Signature	<u>Matin Abdel-Qawi</u>		Date Approved	<u>11/5/14</u>
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)				
	Signature			Date Approved	
3.	Network Superintendent/Deputy Network Superintendent				
	Signature	<u>[Signature]</u>		Date Approved	<u>11/17/14</u>
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$84,100				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<u>[Signature]</u>		Date Approved	<u>11/20/14</u>
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved		Denied - Reason	
Procurement	Date Received			PO Number	<u>P1502284</u>

Board Office Use: Legislative File Info.

File ID Number	14-2024
Introduction Date	11-5-14
Enactment Number	14-1862
Enactment Date	11/5/14 OS



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Thriving Students

Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by
Procurement) Nov. 5, 2014

Subject Professional Services Contract - Tiago J. Robinson
- Oakland High School (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and Tiago J. Robinson. Services to be primarily provided to Oakland High School for the period of August 18, 2014 through December 31, 2014.

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

The contractor will coordinate the S3 site project, monitor project implementation to ensure that programmatic interventions are implemented as described in the work plan, coordinate the annual Cal-SCHL Survey among all students, staff, and parents and ensure a 60% response rate for students and staff; maintain required documentation of all project services, activities, accomplishments, and program records; work with school and district staff to develop and submit the S3 annual progress reports and expenditure reports; and maintain and/or monitor any budget or project modifications; work with site and district staff to ensure that funds are expended for allowable costs in compliance with the approved budget; comply with CDE evaluator requirements and coordinate ongoing data collection for evaluation purposes; facilitate and document S3 intervention team meetings.

Discussion
One paragraph summary of the scope of work.

Ratification by the Board of Education of a Professional Services contract between District and Tiago J. Robinson, of Pinole, CA, for the latter to provide 400 hours of service in the capacity of S3 Coordinator for Oakland High School. Under the direction of the school site administrator and supported by the District S3 coach, the Coordinator will serve for the period of August 18, 2014 through December 31, 2014 in an amount not to exceed \$20,000.

Recommendation Ratification of professional services contract between Oakland Unified School District and Tiago J. Robinson. Services to be primarily provided to Oakland High School for the period of August 18, 2014 through December 31, 2014.

Fiscal Impact Funding resource name (please spell out) Safe & Supportive School Grant not to exceed \$20,000.00

Attachments

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Insurance Certification
- TB screening documentation
- Statement of qualifications

Board Office Use: Legislative File Info.	
File ID Number	14-2024
Introduction Date	11-5-14
Enactment Number	14-862
Enactment Date	11/5/14 JA



OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between Tiago J. Robinson (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 August 18, 2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100, whichever is later. The work shall be completed no later than December 31, 2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Twenty Thousand Dollars (\$ 20,000.00) [per fiscal year], at an hourly billing rate not to exceed \$ 50.00 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: none

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 _____.

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

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

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

Professional Services Contract

OUSD Representative:

Name: Matin Abdel-Qawi
Site /Dept.: Oakland High School
Address: _____
Phone: (510) 874-3676
Email: _____

CONTRACTOR:

Name: Tiago J. Robinson
Title: Consultant
Address: 2551 Francis Drive
Pinole CA 94564
Phone: (415) 509-1177
Email: wegotgame@hotmail.com

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 from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

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

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

Professional Services Contract

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior 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:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR 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, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

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

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

- 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.sam.gov/).
- 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.
- 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.
- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

[Handwritten signature]

- President, Board of Education
- Superintendent or Designee

[Handwritten signature]

Secretary, Board of Education

CONTRACTOR

[Handwritten signature]

Contractor Signature

Tiago J. Robinson Consultant

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 14-2024
Introduction Date: 11/5/14
Enactment Number: 14-1862
Enactment Date: 11/5/14
By: [Handwritten initials]

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.

Ratification by the Board of Education of a Professional Services contract between District and Tiago J. Robinson, of Pinole, CA, for the latter to provide 400 hours of service in the capacity of S3 Coordinator for Oakland High School. Consultant will be working with the 9th SLC team to devise a schedule of Bullying and Violence Prevention topics during the advisory period for 9th, 10th, and 11th grade students, collaborating with PBIS Coach to develop agenda of the S3 Grant presentation during Buy Back Days and maintain records of collaborative work in meetings and implementation. Under the direction of the school site administrator and supported by the District S3 coach, the Coordinator will serve for the period of August 18, 2014 through December 31, 2014 in an amount not to exceed \$20,000.

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.

- * Oakland High School will experience a two percentile point gain in the sub-domain High Expectations and Caring Relationships, taking our school from the 13th to the 15th percentile
 - * Oakland High School will experience a two percentile point gain in the sub-domain Opportunities for Meaningful Engagement, taking our school from the 23rd to the 25th percentile
 - * Oakland High School will experience a two percentile point gain in the sub-domain Harassment and Bullying, taking our school from the 39th to the 41th percentile
 - * Oakland High School will experience a two percentile point gain in the sub-domain Physical Violence Perpetration, taking our school from the 45th to the 47th percentile
- The contractor will coordinate the S3 site project, monitor project implementation to ensure that programmatic interventions are implemented as described in the work plan, coordinate the annual Cal-SCHL Survey among all students, staff, and parents and ensure a 60% response rate for students and staff; maintain required documentation of all project services, activities, accomplishments, and program records; work with school and district staff to develop and submit the S3 annual progress reports and expenditure reports; and maintain and/or monitor any budget or project modifications; work with site and district staff to ensure that funds are expended for allowable costs in compliance with the approved budget; comply with CDE evaluator requirements and coordinate ongoing data collection for evaluation purposes; facilitate and document S3 intervention team meetings.

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 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: _____
- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 1. Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the CSSSP modification was approved.
 3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the CSSSP modification was approved.

TIAGO JAMAL ROBINSON

2551 Francis Drive Pinole, CA, 94131 – (415) 509-1177 – e-mail:
(wegotgame@hotmail.com)

Objective:

Seeking a challenging and responsible position working with children and youth in a parks and recreation and/or educational environment.

Training / Certification:

- Associate in Arts degree, City College, San Francisco, CA, 1996
- Certification in Monterey Reading Program, 1997 designed to teach at risk youth and students with reading problems.
- Certification in Monterey Math Program, 1997 designed to support reluctant learners in basic math skills.
- Bachelor of Science Degree, California State University Hayward, Recreation Therapy Major, 2003
- Masters of Science Degree, California State University East Bay, Student Services and Counseling Major, 2006

Experience:

2003-present -Oakland Unified School District, Oakland High School, Consultant (Conflict Coordinator/Student Services) Oakland, CA

Specific responsibilities:

- Consult with staff and instructional aides concerning social, emotional and academic outcomes of students in special and regular education classes.
- Counsel and support families, group home coordinators and involved others concerning alternative placements, services, support
- Design curriculum that reflects multiple intelligence theory to enhance success of students in a variety of mainstreamed classes
- Design and advise a youth conflict management team that will support at risk students
- Coordinate an on campus "Big Brother/Sister" program
- Planning and creating on/off campus exposure to opportunities for meet positive student goals and dreams
- ~~Managing college tours with students who are functioning at all academic levels~~
- Coordinating community service projects to enhance opportunities for all students
- Creating and teaching job skills to students at all levels
- Counseling and supporting at risk students
- Coordinating community support opportunities
- Providing positive reinforcement strategies to motivate at risk learners
- Collaborative decision making which involves not only the student but the family structure



Tiago Jamal Robinson

Page 2

- Organizing field trips for further exposure to the community and surroundings
- Reducing truancy through counseling and support services
- Participation in school safety planning
- Recording and following up on data relating to this position, including, but not limited to weekly and monthly reporting requirements

2002-2003-Glide Memorial Church, Janice Mirikitani Children Youth and Family Center, Teen Coordinator, San Francisco, CA

Specific responsibilities

- Program Development for teenage, homeless and at-risk youth
- Community Outreach, including, but not limited to, senior/youth integrated programs, college campus Tours, community exchange, service education volunteer work, speakers bureau, peer tutoring and other related activities
- Supervisor of all after school activities including homework club, leisure and social skills curriculum, and other programs supporting the education of our children and youth
- Leadership training and related games to build trust, compassion and acceptance
- Field trip coordinator
- Jobs skills training curriculum development in collaboration with the rehabilitation services
- Literature coach and reading instructor focusing on challenged readers
- Sports tournaments, exercise programs and other physical training curriculum and activities
- Supervising teen workers, ages 14-18, who provide leadership to younger participants.
- Any and all other activities that involve teenagers at Glide's Center

2001-2001 (6 months during studies) Youth Coordinator Operation Dignity, Oakland,

CA

Specific responsibilities

- Program Development for teenage, homeless, at-risk youth
- Community Outreach, including, but not limited to, college campus tours and service related activities
- Youth Club(YOUTH) - Young Ones United Together Heals) Coordinator and Counselor for academic and social challenges facing teenagers
- Field trip coordinator for local and California adventures

- Trainer for teen building and leadership activities

Tiago Jamal Robinson

Page 3

Summer 2001-California State University, Hayward, START Program (summer campus Project for at-risk teenagers)

- Teacher/Coach
- Leadership/Team Building Trainer
- Arts and Crafts Instructor

Summer 2000-California State University, Hayward, Project SOAR (summer campus Project for at-risk teenagers)

- Physical Education Teacher
- Campus Guide

2000-2001-HATCH (Helping Another Toward Creative Happiness): a one to one Support/tutor project for the developmentally disabled

- Tutor/companion for a teenage, at-risk, developmentally disabled client for 80 hours per month
Planned activities including a wide range of social/emotional/ academic curriculum areas

1996-2000 -Pre K-12th grade: Teacher and Coach at the American International School of Bolivia, Cochabamba, Bolivia (AIS/B).

Specific responsibilities

- Director/Teacher of Computer Lab for 300 pre K - 12th grade student, including those with special needs
- Art Teacher for 7th and 8th grade students
- Physical Education Teacher for 7th and 8th grade students
- Varsity Coach for Boys Basketball
- Faculty representative and Director of AIS/B's spirit and cheerleading teams for girls grades 7-12
- Director of on campus, pre-K - 12th grade ~~Big Brother/Big Sister Program~~
- Director of Drug Free Program for 7th - 12th grade student
- Faculty support for community service activities in the local orphanage for 600 children
- Counselled, supported and brainstormed with children and youth at risk

Summer 1999 - Design artist in a plant producing unique fountains, Zen Again, San Francisco, CA

1990-1996 – Part and full-time employee (as per college schedule): stocking, customer service, cashier, etc. at
Critter Fritters, San Francisco, CA

Tiago Jamal Robinson
Page 4

Volunteer/ Community Service:

1990-1999: Volunteered (as schedule permitted) at Glide Memorial Church, San Francisco, CA with at risk children and youth

1990-1999: Volunteered (as schedule permitted) with H.A.T.C.H. (Helping Another toward Creative Happiness) Hayward, CA with children and adults with special needs

Professional Presentations and Related Involvements

- **May, 2000** Graduation Speaker: "Keeping Dreams Alive or You Got Game !!!"
- **2000-present** Invited guest speaker, a minimum of one time per quarter,
- California State University, Hayward (East Bay) on topics relating to self esteem, self advocacy, Mentoring, supporting children and youth in their challenges and other issues of concern to graduate students, teachers, psychologists, parents and involved others.
- **July, 2003** Invited Guest Presenter, National Reading Styles Institute, 19th Annual Conference
San Antonio, Texas
"Stories from the Heart" (2 presentations)
"Creating Ridicule Free Zones" (2 presentations)

Awards and Recognitions:

- AIS/B Coach of the year, 1998, Cochabamba, Bolivia
- Best Coach of the Year, 1999, Cochabamba, Bolivia
- Deans List, CSUH, Hayward, 2000

References:

Dr. Phyllis Kaplan
California State University, East Bay
Educational Psychology Department
Hayward, CA 94542
(w) (510) 885-3021 (h) (415) 641-1170

Dr. Melany Spietman
~~California State University~~
Dept. of Recreation Therapy
Hayward, CA 94542
(510) 885-4710

Karl A. Dumas
Project Manager
Planning & Development Department
1000 Webster St
Fairfield, CA 94504
707-428-1454

Heather Mares
H.A.T.C.H.
2151 South Shore Center
PMBos 142
Martinez, CA 94501
916-314-0412

Barry Leonard, Owner
Criter Fitters
670 Chenery Street
San Francisco, CA 94131
(415) 239-7387

Dean Dennis Smith
Diablo Valley Community College
School of Science
Pleasant Hill, CA 94523
(925) 685-1230 x 2359

Others available upon request

SAM Search Results
List of records matching your search for :

Search Term : Tiago* J. Robinson*
Record Status: Active

No Search Results

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

Basic Directions

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

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

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

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

OUSD Staff Contact Emails about this contract should be sent to: (required) [Matin Abdel-Qawi@ousd.k12.ca.us](mailto:Matin.Abdel-Qawi@ousd.k12.ca.us)

Contractor Information

Contractor Name	Tiago J. Robinson	Agency's Contact	Tiago J. Robinson				
OUSD Vendor ID #	1004932	Title	Consultant				
Street Address	2551 Francis Drive	City	Pinole	State	CA	Zip	94564
Telephone	(415) 509-1177	Email (required)	wegotgame@hotmail.com				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	August 18, 2014	Date work will end	December 31, 2014	Other Expenses	
Pay Rate Per Hour (required)	\$ 50.00	Number of Hours (required)	400		

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
3725	Safe & Supportive	3041110304	5825	\$ 20,000.00
			5825	
			5825	

Requisition No. (required) R0150351 **Total Contract Amount** \$ 20,000.00

Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	Matin Abdel-Qawi	Phone	(510) 874-3676
	Site / Department	Oakland High School	Fax	(510) 874-3675	
	Signature		Date Approved		
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature		Date Approved		
3.	Regional Executive Officer				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
Signature		Date Approved	9/12/14		
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations				Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000
	Signature		Date Approved		
5.	Superintendent, Board of Education Signature on the legal contract				
Legal	Required if not using standard contract	Approved	Denied - Reason		Date
Procurement	Date Received		PO Number	P1502284	