Board Office Use: Leg	islative File Info.
File ID Number	13-0652 OAKLAND UNIFIED
Introduction Date	SCHOOL DISTRICT
Enactment Number	13-0820
Enactment Date	5/22/(3 Community Schools, Thriving Students
Memo	
То	Board of Education
-	Tony Smith, Ph.D., Superintendent
From	By: Maria Santos, Deputy Superintendent, Instruction, Leadership &
	Equity-in-Action Vernon Hal, Deputy Superintendent, Business & Operations
	verion nat, beputy superintendent, business a operations
Board Meeting Date (To be completed by Procurement)	5-22-13
Subject	Professional Services Contract Amendment - 2
,	Kyle McClerkins Oakland CA (Contractor, City/State) -
	922/Family Schools & Community Partnerships (site/department)
Action Requested	Ratification by the Governing Board of the amendment to the professional services contract between the District and <u>Kyle McClerkins</u> . Services to be primarily provided to <u>922/Family Schools & Community Partnerships</u> for the period of <u>08/01/2012</u> through <u>06/30/2013</u> , in an amount not to exceed \$ <u>999.00</u> .
Background A one paragraph explanation of why an amendment is needed.	The Oakland Fund for Children and Youth (OFCY) Grant, provided by the City of Oakland, funds the District to implement a conflict resolution program for eight participating OUSD middle schools- Bret Harte, Claremont, Edna Brewer, Elmhurst Community Prep, Frick, James Madison, Montera, and Westlake Middle Schools. The OUSD Conflict Resolution program supports the Districts goal of reducing racially disproportionate discipline (DMC) by resolving conflicts between students which may otherwise result in fights and subsequent suspensions. Conflict resolution has efficacy as an alternative to suspension and is a key component of the District's comprehensive violence prevention plan for middle schools. Specific grant activities include hiring Conflict Mediation Coordinators to train and coach students to use communication and problem-solving skills to assist their peers in managing and resolving interpersonal conflict.
Discussion One paragraph summary of the amended scope of work.	Ratification by the Board of Education of a Amendment No. 2 of the Professional Services Contract between District and Kyle McClerkins, Oakland, CA, for the latter to provide 37 hours of service as a middle school Conflict Mediation Coordinator at two participating school sites, James Madison and Edna Brewer Middle Schools under the direction of the Program Manager for Restorative Justice and in coordination with the site administrators. The Conflict Mediation Coordinators will recruit, train and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school for the period of August 1, 2012 through June 30, 2013, in the amount of \$999.00, increasing the agreement from \$34,722.00 to a not to exceed amount of \$35,721.00.
Recommendation	Ratification by the Governing Board of the amendment to the professional services contract between the District and <u>Kyle McClerkins</u> . Services to be primarily provided to <u>922/Family Schools & Community Partnerships</u> for the period of <u>08/01/2012</u> through <u>06/30/2013</u> , in an amount not to exceed \$ 999.00
Fiscal Impact	Funding resource name (please spell out) Kaiser-H&W Suppt Behavior Health not to exceed \$999.00
Attachments	Contract AmendmentCopy of original contract

Boar	d Office Use: Legi	slative File Info			\frown	
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	duction Date	5/22/13			Carlos C	CHOOL DISTRIC
Enac	tment Number	13-0820			0 30	CHOOL DISTRIC
Enac	tment Date	5 22 (3			Community S	Schools, Thriving Studer
		1 12	AMENDMENT	NO. 2		5
		TO PRO	FESSIONAL S		NTRACT	
and	Kyle Mc		entered into between th CONTRACTOR). OUS August 1 , 20 <u>12</u> , a		reement with CO	NTRACTOR for services or
1. 5	Services:	The scope of wo	rk has changed.	ONLY t	ne funding source	e has changed.
	expected final results <u>Revised scope of</u>	, such as services, ma work attached. OR,	aterials, products, and/ The CONTRACTOR a	/or reports; attach add agrees to provide the	litional pages as following amende of the contract h	ed services: as <u>changed</u> .
			ntract term is extend s			(days/weeks/months),
3. (The contract price	e is <u>unchanged</u> . d: The contract pric		ract price has ch	anged.
		rease of \$ 999.00	to orig			
	L De	crease of \$	to orig	inal contract amour	nt	
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NO.	Date	General Description of Reason for Amendment	Increase (Decrease)
1	12/12/2012	Additional hours as Conflict Mediation Coordinator	\$ 7,344.00
	1		\$ /
		(\$

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 ici President, Board of Education

4-23 Date

Edgal Rakestraw, Jr., Secretary Board of Education

Date

Print Name, Title

Contractor Signature

CONTRACTOR

4/8/2013

Date

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.

Ratification by the Board of Education of a Amendment No. 2 of the Professional Services Contract between District and Kyle McClerkins, Oakland, CA, for the latter to provide 37 hours of service as a middle school Conflict Mediation Coordinator at two participating school sites, James Madison and Edna Brewer Middle Schools under the direction of the Program Manager for Restorative Justice and in coordination with the site administrators. The Conflict Mediation Coordinators will recruit, train and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school for the period of August 1, 2012 through June 30, 2013, in the amount of \$999.00, increasing the agreement from \$34,722.00 to a not to exceed amount of \$35,721.00.

SCOPE OF WORK

 Kyle McClerkins
 will provide a maximum of ______ hours of services at a rate of \$27.00 per hour for a total not to exceed \$______.

 Services are anticipated to begin on 08/01/2012 _____ and end on 06/30/2013 _____.

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

The Consultant will provide direct on-site services for the Madison Middle School conflict resolution program by collaborating with site staff to identify and recruit 5-10 peer mediators (11-14 years old) that reflect the racial, ethnic, and academic diversity of the school. The Consultant will provide these students with training in the mediation process, effective communication, problem solving and aspects of Second Step (a violence prevention/ social skills curricula that teaches empathy, perspective, anger management, etc). Peer mediators will work in pairs to help peers involved in a dispute to resolve their differences and repair their relationship. The Consultant will coach the peer mediators to conduct an average of 20-35 conflict mediations, and support the school site in creating a safe, healthy and supportive school environment for students through the framework of restorative practices.

- 2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.
 - The Consultant will provide support to 40-70 youth who are experiencing barriers to learning due to conflict and connect them to conflict mediation services. In previous years, almost 100% of these students have graduated from high school. The Conflict Resolution program augments other efforts within OUSD to reduce truancy and foster academic achievement.
 - 5-10 Peer mediators in the program will learn how to: be a peer leader, practice effective communication skills, express
 personal feelings and needs, listen without taking sides, problem-solve, improve school climate, and gain experience in civic
 participation within their school community. These efforts support students in the program to be prepared for success in
 college and future careers.
 - Conflict Resolution education is part of the District's overall violence prevention strategy. The strategy also includes implementing the Second Step curriculum. This program will increase the feeling of safety and support in participating schools and aid in raising attendance and graduation rates.

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

- Ensure a high quality instructional core
- Develop social, emotional and physical health
- Create equitable opportunities for learning
- High quality and effective instruction



Prepare students for success in college and careers

Safe, healthy and supportive schools

Accountable for quality

Full service community district

Professional Services Contract

- 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.

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						URER(S) AFFO			NAIC #
				INS	URER A : The Ha	rtford Insur	ance Company		
SURED				INS	URER B :				
	Kyle A. McClerkins Kyle McClerkins				URER C :				
	195 Santa Clara Ave. #3				URER D : URER E :				
	Oakland, CA 94610				URER F :			-	
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SR	TYPE OF INSURANCE	ADDL	SUBR			POLICY EXP (MM/DD/YYYY)	LIMIT	s	
GENE	ITTPE OF INSURANCE INSR WVD POLICY NUMBER RAL LIABILITY X 57SBMBA9787		8/30/2012	8/30/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$	1,000,00		
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	10,00
							PERSONAL & ADV INJURY	\$	1,000,00
							GENERAL AGGREGATE	\$	2,000,00
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DESC	RIPTION OF OPERATIONS below			1			E.L. DISEASE ~ POLICY LIMIT	\$	
	ON OF OPERATIONS / LOCATIONS / VEHIC Inified School District is named a						ed.		

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Oakland Unified School District

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Board Office Use: Leg	islative File Info.
File ID Number	12-2833 OAKLAND UNIFIED
Introduction Date	12-12-12 SCHOOL DISTRICT
Enactment Number	12-2880
Enactment Date	12-12-12 1
	Community Schools, Thriving Students
Memo	
То	Board of Education
_	Tony Smith, Ph.D., Superintendent
From	By: Maria Santos, Deputy Superintendent, Instruction, Leadership &
	Equity-in-Action
	Vernon Hal, Deputy Superintendent, Business & Operations
Board Meeting Date	12-12-12
(To be completed by	
Procurement)	
Subject	Professional Services Contract Amendment - 1
Subject	Kyle McClerkins Oakland CA (Contractor, City/State) -
	922/Family, School, and Community Partnerships Department (site/department)
Action Requested	Ratification by the Governing Board of the amendment to the professional services
	contract between the District and Kyle McClerkins
	Services to be primarily provided to 922/Family, School, and Community Partnershi for
	the period of 08/01/2012 through 06/30/2013 , in an amount not to exceed
	\$ 7,344.00
Background	The Oakland Fund for Children and Youth (OFCY) Grant, provided by the City of Oakland, funds the District to-implement a
A one paragraph	conflict resolution program for eight participating OUSD middle schools- Bret Harte, Claremont, Edna Brewer, Elmhurst
explanation of why	Community Prep, Frick, James Madison, Montera, and Westlake Middle Schools. The OUSD Conflict Resolution program supports the Districts goal of reducing racially disproportionate discipline (DMC) by resolving conflicts between students which may
an amendment is	otherwise result in fights and subsequent suspensions. Conflict resolution has efficacy as an alternative to suspension and is a key
needed.	component of the District's comprehensive violence prevention plan for middle schools. Specific grant activities include hiring Conflict Mediation Coordinators to train and coach students to use communication and problem-solving skills to assist their peers in
	managing and resolving interpersonal conflict.
Discussion	Ratification by the Board of Education of Amendment No. 1 of the Professional Services Contract between District and Kyle
One paragraph	McClerkins, Oakland, CA, for the latter to provide 272 additional hours of service as the middle school Conflict Mediation Coordinator at one of the eight schools, Edna Brewer Middle School. The increased hours will allow for the consultant to work
summary of the	longer with youth and support them developing and facilitating restorative justice workshops with other students. Under the
amended scope of	direction of the Program Manager for Restorative Justice and in coordination with the site administrators, the consultant will recruit,
work.	train and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school for the period of August 1, 2012 through June 30, 2013, in the amount of \$7,344.00, increasing the agreement from \$27,378.00 to a not to
	exceed amount of \$34,722.00.
Recommendation	Ratification by the Governing Board of the amendment to the professional services
	contract between the District and Kyle McClerkins
	Services to be primarily provided to 922/Family, School, and Community Partnersh_ for
	the period of <u>08/01/2012</u> through <u>06/30/2013</u> , in an amount not to exceed
	\$ <u>7,344.00</u> .
Finand Immedia	Funding recourse some () OFOV Conflict Desclution
Fiscal Impact	Funding resource name (please spell out) OFCY Conflict Resolution not to exceed \$7,344.00
Attachments	
Attachments	Contract Amendment Conv of original contract
	Copy of original contract

www.ousd.k12.ca.us



AMENDMENT ROUTING FORM

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 2

Directions Services beyond the original contract cannot be provided until the amendment has been fully approved and the amount has been increased by Procurement. 1. Contractor and OUSD contract originator reach agreement on modification to original Scope of Work. 2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the amendment. 3. If contract total amount has increased, the scope of work has changed. OUSD contract originator create 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 concequisition. When the contract amendment is approved Procurement will add additional funds to the original Purchase Or Attachment Attachment Checklist	e top of the tes new creating the			
 amount has been increased by Procurement. Contractor and OUSD contract originator reach agreement on modification to original Scope of Work. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the amendment. If contract total amount has increased, the scope of work has changed. OUSD contract originator create requisition with the original PO number referenced in the item description. OUSD contract originator submits amendment packet to Procurement for approval within two weeks of concequisition. When the contract amendment is approved Procurement will add additional funds to the original Purchase Or Attachment Checklist 	e top of the tes new creating the			
 Contractor and OUSD contract originator reach agreement on modification to original Scope of Work. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the amendment. If contract total amount has increased, the scope of work has changed. OUSD contract originator creat requisition with the original PO number referenced in the item description. OUSD contract originator submits amendment packet to Procurement for approval within two weeks of crequisition. When the contract amendment is approved Procurement will add additional funds to the original Purchase Or Attachment Checklist 	tes new			
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requisition. When the contract amendment is approved Procurement will add additional funds to the <u>original</u> Purchase Or Attachment Checklist Mamended Scope of work (Be specific as to what additional work is being done by this consultar				
When the contract amendment is approved Procurement will add additional funds to the original Purchase Or Attachment Checklist Image: Contract amendment packet including Board Memo and Amendment Form Image: Contract amendment packet including Board Memo and Amendment Form Image: Contract amendment packet including Board Memo and Amendment Form Image: Contract amendment packet including Board Memo and Amendment Form Image: Contract amendment packet including Board Memo and Amendment Form Image: Contract amendment packet including Board Memo and Amendment Form Image: Contract amendment packet including Board Memo and Amendment Form Image: Contract amendment packet including Board Memo and Amendment Form Image: Contract amendment packet including Board Memo and Amendment Form Image: Contract amendment packet including Board Memo and Amendment Form Image: Contract amendment packet including Board Memo and Amendment Form Image: Contract amendment packet including Board Memo and Amendment Form Image: Contract amendment packet including Board Memo and Amendment packet includi	ndan			
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 consultar				
Checklist	ruer.			
Amended beope of work (be specific as to what additional work is being done by this consultant	int)			
A Board Approved copy of the original contract and any prior Amendments.	n)			
OUSD Staff Contact Emails about this contract should be sent to: (Required) diane.warren@ousd.k12.ca.us				
Contractor Information				
Contractor Name Kyle McClerkins Agency's Contact same				
OUSD Vendor ID # 1005437 Title Consultant				
	ip 94605			
Telephone (510) 830-9703 Email kmcclerkins@yahoo.com				
Compensation and Terms – Must be within the OUSD Billing Guidelines				
Original Contract Amount \$34,722.00 Original PO Number P1301958	3			
Amended Amount \$999.00 New Reguisition # R0315092	2			
	0/2013			
Pay Rate Per Hour (Required) 27.00 Number of Hours (Required) 37.00				
Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office <u>before</u> completing re	requisition.			
Resource # Resource Name Org Key Object Code	Amount			
9225 Kaiser-H&W 9221340203 5825 \$ 999.0	00			
Suppt Behavior 5825 \$				
Hith 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 Orde increased by Procurement.	er amount has been			
OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (https://www.epls.gov/ep	pls/search.do)			
	2731501			
1. Site / Department 922/Family, School, and Community Partnerships				
Signature Bleeclury Date Approved 3/25/13				
	nmunity Partnerships			
Resource manager, masing runus managed by: Ustate and Federal Uquality, Community, School Development E Family, Schools, and Com				
Resource Manager, if using funds managed by: Istate and Federal IQuality, Community, School Development Family, Schools, and Com 2. Signature				
2. Signature Date Approved	2/7			
2. Signature Date Approved Date Approved 3/27/20 Regional or Executive Officer	0/3			
2. Signature Date Approved Date Approved 3/27/20	0/3			
Signature Signature	2/3 ter □, Over □\$50,000			
 2. Signature Signature 3. Regional or Executive Officer Signature Date Approved <l< td=""><td></td></l<>				
Signature Signature				
 2. Signature 3. Signature 4. Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Und Signature Maria Maria 	13.			
2. Signature Date Approved Signature Date Approved 3/27/20 3. Regional or Executive Officer Date Approved 3/27/20 3. Signature Date Approved 7/11/12 4. Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Und 5. Superintendent or Board of Education Signature on the legal contract Date Approved 4-23-201	13.			

troduction E	Use: Legislative Fil	le Info.	CAN AND HAUFTER
roduction		833	OAKLAND UNIFIED
nactment N		-tit	SCHOOL DISTRICT
nactment Da	A MARKEN AND A MARKEN A	-1211	Community Schools Thriving Students
and		AMENDMENT NO1 O PROFESSIONAL SERVICES CON idment is entered into between the Oakland Unified Scho (CONTRACTOR). OUSD entered into an Agre August 1, 2012, and the parties agree to	ool District (OUSD) ement with CONTRACTOR for services on
Services			funding source has changed.
If the sco	pe of work has cha	nged: Provide brief description of revised scope of w ervices, materials, products, and/or reports; attach additi hed. OR, The CONTRACTOR agrees to provide the fo	ork including a measurable description of ional pages as necessary.
. Terms (c		rm of the contract is <u>unchanged</u> . The term of the contract term is extended by an additional _	of the contract has <u>changed</u> . (days/weeks/months)
		tion date is	
Compen	sation: The co	ntract price is <u>unchanged</u> .	act price has <u>changed</u> .
		ntract price is <u>unchanged</u> . In The contra s changed: The contract price is amended by	act price has <u>changed</u> .
	compensation ha	s changed: The contract price is amended by	
	compensation ha		
lf the	compensation ha	s changed: The contract price is amended by 7.344.00 to original contract amount	
If the	 compensation ha Increase of \$ Decrease of \$ the new contract total 	s changed: The contract price is amended by <u>7.344.00</u> to original contract amount <u>to original contract amount</u> to original contract amount to original contract amount to original contract amount	<u>Two_</u> dollars (\$ <u>34,722,00</u>)
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Edgar Rakestraw, Jr., Socretary Bergal Rakestraw, Jr., Secretary Board of Education

Rev. 6/12 v1 New Reg. No.

No.

P.O. No. P1301958

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.

Ratification by the Board of Education of Amendment No. 1 of the Professional Services Contract between District and Kyle McClerkins, Oakland, CA, for the latter to provide 272 additional hours of service as the middle school Conflict Mediation Coordinator at one of the eight schools, Edna Brewer Middle School. The increased hours will allow for the consultant to work longer with youth and support them developing and facilitating restorative justice workshops with other students. Under the direction of the Program Manager for Restorative Justice and in coordination with the site administrators, the consultant will recruit, train and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school for the period of August 1, 2012 through June 30, 2013, in the amount of \$7,344.00, increasing the agreement from \$27,378.00 to a not to exceed amount of \$34,722.00.

SCOPE OF WORK

 Kyle McClerkins
 will provide a maximum of 272.00
 hours of services at a rate of \$27.00
 per hour for a total not to exceed \$7,344.00

 total not to exceed \$7,344.00
 Services are anticipated to begin on 08/01/2012
 and end on 06/30/2013

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

The Consultant will provide direct on-site services for the Edna Brewer Middle School conflict resolution program by collaborating with site staff to identify and recruit 5-10 peer mediators (11-14 years old) that reflect the racial, ethnic, and academic diversity of the school. The Consultant will provide these students with training in the mediation process, effective communication, problem solving and aspects of Second Step (a violence prevention/ social skills curricula that teaches empathy, perspective, anger management, etc). Peer mediators will work in pairs to help peers involved in a dispute to resolve their differences and repair their relationship. The Consultant will coach the peer mediators to conduct an average of 20-35 conflict mediations, and support the school site in creating a safe, healthy and supportive school environment for students through the framework of restorative practices.

- 2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.
 - The Consultant will provide support to 40-70 youth who are experiencing barriers to learning due to conflict and connect them
 to conflict mediation services. In previous years, almost 100% of these students have graduated from high school. The
 Conflict Resolution program augments other efforts within OUSD to reduce truancy and foster academic achievement.
 - 5-10 Peer mediators in the program will learn how to: be a peer leader, practice effective communication skills, express
 personal feelings and needs, listen without taking sides, problem-solve, improve school climate, and gain experience in civic
 participation within their school community. These efforts support students in the program to be prepared for success in
 college and future careers.
 - Conflict Resolution education is part of the District's overall violence prevention strategy. The strategy also includes implementing the Second Step curriculum. This program will increase the feeling of safety and support in participating schools and aid in raising attendance and graduation rates.

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

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 guality

High quality and effective instruction

Full service community district

Rev. 6/22/11 v3

Professional Services Contract

- Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)
 Please select:
 - Action Item included in Board Approved SPSA (no additional documentation required) Action Item Number:____

Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

- 1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name both principal and school site council chair initials and date.
- 2. Meeting announcement for meeting in which the SPSA modification was approved.
- 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
- 4. Sign-in sheet for meeting in which the SPSA modification was approved.

87 This Spectrum Policy consists of the Declarations, Coverage Forms, Common Policy Conditions and any C other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock 97 BA insurance company of The Hartford insurance Group shown below. SEM INSURER: SENTINEL INSURANCE COMPANY, LIMITED HARTFORD PLAZA, HARTFORD, CT 06115 COMPANY CODE: A Policy Number: 57 SBM BA9787 DX HARTFORD SPECTRUM POLICY DECLARATIONS ORIGINAL KYLE A. MCCLERKINS Named insured and Mailing Address: 04521 (No., Street, Town, State, Zip Code) 195 SANTA CLARA AVE. #3 OAKLAND CA 94610 08/30/13 **Policy Period:** 08/30/12 To 1 YEAR From 12:01 a.m., Standard time at your mailing address shown above. Exception: 12 noon in New Hampshire. Name of Agent/Broker: IRENE C HERMAN INSURANCE SVCS/PHS Code: 556510 Previous Policy Number: 57 SBM BA9787 Named Insured is: INDIVIDUAL Audit Period: NON-AUDITABLE Type of Property Coverage: NONE Insurance Provided: in return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy. \$425 TOTAL ANNUAL PREMIUM IS: MP Countersigned by 06/15/12 Authorized Representative Date

Form SS 00 02 12 06 Process Date: 06/15/12 Page 001 (CONTINUED ON NEXT PAGE) Policy Expiration Date: 08/30/13

INSURED COPY

SPECTRUM POLICY DECLARATIONS (Continued) POLICY NUMBER: 57 SBM BA9787

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

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> Form SS 00 02 12 06 Process Date: 06/15/12

Page 003 (CONTINUED ON NEXT PAGE) Policy Expiration Date: 08/30/13

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POLICY NUMBER: 578 MBAS787

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Oakland Unified School District

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is smended to include as an insured the person or organization shown in the Bohadule as an insured but only with respect to flability arising out of your operations or premises owned by or rented to you.

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Copyright, Insurance Services Office, Inc., 1984

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AMENDMENT ROUTING FORM 2012-2013

PROFESSIONAL SERVICES CONTRACT AMENDMENT NO. 1

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Board Office Use: Le	gislative File Info.
File ID Number	12-2265
Introduction Date	10/10/12
Enactment Number	12-2494
Enactment Date	10/10/12 DI

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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)	10/10/12					
Subject	Professional Services Contract - <u>Kyle McClerkins</u> Oakland CA (contractor, City State) 922/Family Schools & Community Parinenships (site/department)					
Action Requested	Ratification of a professional services contract between Oakland Unified School District and <u>Kyle McClenkins</u> . Services to be primarily provided to <u>922/Femily Schools & Community Perinership</u> for the period of					
Background A one paragraph explanation of why the consultant's services are needed.	<u>08/01/2012</u> through <u>06/30/2013</u> . The Oakland Fund for Children and Youth (OFCY) Grant, provided by the City of Oakland, funds the district to implement a conflict resolution program in 10 OUSD middle schools. The OUSD Conflict Resolution program supports the districts goal of reducing racially disproportionate discipline (DMC) by readving conflicts between students which may otherwise result in fights and subsequent suspensions. Conflict resolution has efficacy as an alternative to suspension and is a key component of the District's comprehensive violence prevention plan for middle schools. Specific grant activities include hiring Conflict Mediation Coordinators to train and coach students to use communication and problem-solving skills to assist their peers in managing and resolving interpersonal conflict.					
Discussion One paragraph summary of the scope of work.	Ratification by the Board of Education of a Professional Services Contract between District and Kyle McClerkins, Oakland, CA, for the latter to provide 1014 hours of service as a middle school Conflict Mediation Coordinator at Madison Middle School and Edma Brewer Middle School - under the direction of the Violence Prevention Program Specialist and in coordination with the site administrators; recruit, train, and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school for the period of August 1, 2012 through June 30, 2013, in an amount not to exceed \$27,378.00.					
Recommendation	Ratification of professional services contract between Oakland Unified School District and <u>Kyle McClarkins</u> . Services to be primarily provided to <u>922/Family Schools & Community Partnershir</u> for the period of 08/01/2012 through <u>06/30/2013</u> .					
Fiscal Impact	Funding resource name (plasse spell out) OFCY Conflict Resolution not to exceed \$ 27,378.00					
Attachments	 Professional Services Contract including scope of work Fingerprint/Background Check Certification Commercial General Liability Insurance Certification TB screening documentation Statement of qualifications 					

OAKLAND UNIFIED

Community Schools, Thriving Students

Board Office Use: Legi	SIEUYE FILE INTO.
File ID Number	12-2265
Introduction Date	10/11/12
Enactment Number	12-2499
Enactment Date	10/10/17.0



PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oskiend Unified School District (OUSD) and <u>Kyle McClerkins</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: The 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 <u>08/01/2012</u>, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approvel by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than <u>06/30/2013</u>.
- Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to
 exceed <u>Twanty-Seven Thousand Three Hundred Seventy Eight</u>
 Dollars (\$27,378.00). 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 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.

- 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 ell local laws, ordinances end,/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.

 Notices: All notices and involces 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:

Rev. 4/11/12 v1

OUSD Representative:	CONTRACTOR:					
Name: Barbara McClung	Name: Kyle McClerkins					
Site /Dept .: 922/Family Schools & Community Partnerships	Title: Consultant		4			
Address: 495 Jones Avenue	Address: 10700 Sheidon Street					
Dakland, CA	Oakland	CA	94605			
Phone: 639-3331	Phone: (510) 830-9703					

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

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.

- 1. 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:
 - Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and I. 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.
 - il. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.
- 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 Llability Insurance: Unless specifically waived by OUSD, the following insurance is required:
 - 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.

- 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 protessional 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 Walver of Insurance Form is required.) Weiver 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

Rev. 4/11/12 v1

Professional Services Contract

- 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, encestry, 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.
- 18. Copyright/Trademerk/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 sele, 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. Walver: No delay or omission by either party in exercising any right under this Agreement shall operate as a walver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 16. 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 ecting 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 in 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 egent 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).

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- 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 shell 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 taws 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 shell 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 suthority and empowered to enter into this Agreement.
- 29. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts logether 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.
- 31. Certification Regarding Debarment, Suspension, ineligibility and Voluntary Exclusion: The prospective primary participant certifies to the best of 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.epis.gov/epis/search.do)

Summary of terms and compensation:

Anticipated start data: 08/01/2012

Work shall be completed by: 06/30/2013

Total Fee: \$ 27,878.00

Consultant

OAKLAND UNIFIED SCHOOL DISTRICT

ent, Board of Education

antes

9-15-2012

Contractor Signature

7/31/12

10/10/12

File ID Number: 12-2-265 Introduction Date: 10/10/17 Enactment Number: 12-2499 Enactment Date: 10/10/12 By: O.L Rev. 4/11/12 v1

Edgar Rakestraw Jr. Secretary

Print Name, Title

Kyle McClerkins

Page 4 of 6

Professional Services Contract

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda -Mustaccurately align with scope of work below.

Ratification by the Board of Education of a Professional Services Contract between District and Kyle McClerkins, Oakland, CA, for the latter to provide 1014 hours of service. As the OUSD Middle School Conflict Mediation Coordinator, the consultant will provide services at Madison Middle School and Edna Brewer Middle School -under the direction of the Violence Prevention Program Specialist and in coordination with the site administrators. The Conflict Mediation Coordinators will recruit, train and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school. The Consultant will serve in the capacity of Conflict Mediation Coordinator for the period of August 1, 2012 through June 30,2013, for a total of 1014 hours for an amount not to exceed \$27,378.00.

SCOPE OF WORK

Kyle McClerkins	will provide a maximum of 1.014.00 hours	of services at a rate of\$ 27.00	per hour for a
total notio exceed \$27,378.00	Services are anticipated to begin on <u>08/01/2012</u>	and end on 06/30/2013	

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

The Consultant will provide direct on-site services for the Madison Middle School and Edna Brewer Middle School conflict resolution program by collaborating with site staff to identify and recruit 5-10 peer mediators (11-14 years old) that reflect the racial, ethnic, and academic diversity of the school. The Consultant will provide these students with training in the mediation process, effective communication, problem solving and aspects of Second Step (violence prevention/ social skills curricula that teaches empathy, perspective, anger management, etc.). Peer mediators will work in pairs to help peers involved in a dispute to resolve their differences and repair their relationship. The Consultant will coach the peer mediators to conduct an average of 20-35 conflict mediations, and support the school site in creating a safe, healthy and supportive school environment for students through the framework of restorative practices.

- 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 participationn (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.
 - The Consultant will provide support to 40-70 youth who are experiencing barriers to learning due to conflict and connect them
 to conflict mediation services. In previous years, almost 100% of these students have graduated from high school. The
 Conflict Resolution program augments other efforts within OUSD to reduce truancy and foster academic achievement.
 - 5-10 Peer mediators in the program will learn how to: be a peer leader, practice effective communication skills, express
 personal feelings and needs, listen without taking sides, problem-solve, improve school climate, and gain experience in civic
 participation n within their school community. These efforts support students in the program to be prepared for success in
 college and future careers.
 - Conflict Resolution education is part of the District's overall violence prevention strategy. The strategy also includes implementing the Second Step curriculum. This program will increase the feeling of safety and support in participating schools and aid in raising attendance and graduation rates.

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

D Ensure a high quality instructional core

- O Develop social, emotional and physical health
- D Create equitable opportunities for learning
- D High quality and effective instruction

[{] Preparestude tisforsuccessinootlegeandcareers [{] Safe, healthyandsupportiveschoots D Accountable for quality D Full service community district Professional Services Contract

 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.



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Rev. 5/2012 v1

THIS FORM IS NOT A CONTRACT



KYLE A. MCCLERKINS

195 SANTA CLARA AVE. #3 OAKLAND CA 94610

RE: Policy Type: BUSINESS OWNERS Policy Number: 57 SBM BA9787 Renewal Date: 08/30/12

Thank you for being a loyal customer of The Hartford.

Enclosed are renewal documents for your BUSINESS OWNERS policy, which is scheduled to renew on 08/30/12. Along with a new Declarations Page, which details the coverages provided by your BUSINESS OWNERS policy, we are enclosing important policy documents. Please be aware that you will receive an invoice for the new policy term approximately 30 days prior to the renewal date; no action is required now.

To ensure the premium you paid for this past policy term was accurate, we may contact you by letter, phone or email to conduct a premium audit. If contacted, we will advise what information is needed to complete the audit.

Should you have questions about your policy, please feel free to contact us at (866) 467-8730. We are available Monday – Friday; 7 am to 7 pm CST. For your convenience, you can also pay your bill and request certain documents, such as Certificates of Insurance and Auto Identification cards online, any time, day or night. To learn more about our Online Service capabilities, visit the Business Service Center at <u>www.thehartford.com/servicecenter</u> where you also have access to tips, tools and coverage information designed to help protect the business you've worked so hard to build.

On behalf of **IRENE C HERMAN INSURANCE SVCS/PHS** and The Hartford, we appreciate the opportunity to have been of service to you this past year and look forward to serving your business insurance needs for the upcoming year.

Sincerely,

Your Hartford Team

87 This Spectrum Policy consists of the Declarations, Coverage Forms, Common Policy Conditions and any other Forms and Endorser nts issued to be a part of the Policy. This ir 'rance is provided by the stock 97 insurance company of The ... artford Insurance Group shown below. BA SBM **INSURER:** SENTINEL INSURANCE COMPANY, LIMITED HARTFORD PLAZA, HARTFORD, CT 06115 COMPANY CODE: A Policy Number: 57 SBM BA9787 DX SPECTRUM POLICY DECLARATIONS ORIGINAL KYLE A. MCCLERKINS Named Insured and Mailing Address: (No., Street, Town, State, Zip Code) 195 SANTA CLARA AVE. #3 CA 94610 OAKLAND 08/30/13 08/30/12 1 YEAR **Policy Period:** From To 12:01 a.m., Standard time at your mailing address shown above. Exception: 12 noon in New Hampshire. Name of Agent/Broker: IRENE C HERMAN INSURANCE SVCS/PHS Code: 556510 Previous Policy Number: 57 SBM BA9787 Named Insured is: INDIVIDUAL Audit Period: NON-AUDITABLE Type of Property Coverage: NONE Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy. \$425 TOTAL ANNUAL PREMIUM IS: MP Nustine

Countersigned by

Authorized Representative

06/15/12 Date

Form SS 00 02 12 06 Process Date: 06/15/12

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Page 001 (CONTINUED ON NEXT PAGE) Policy Expiration Date: 08/30/13 SPECIRUM FOLICY DECLARATIONS (Continued) POLICY NUMBER: 57 SBM BA[~]87

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

Form SS 00 02 12 06 Process Date: 06/15/12

EPLS

Excluded Parties List System

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