Board Office Use: Le	gislative File Info.
File ID Number	14-2430
Introduction Date	1-15-14
Enactment Number	15-2091
Enactment Date	1/11/15



Memo							
То	Board of Education						
From	Antwan Wilson, Superintendent						
<b>Boa</b> rd <b>Meeting Date</b> (To be completed by Procurement)	1/14/15						
Subject	Professional Services Contract Amendment No						
	Reuben Roberts -						
	922/Community Schools and Student Services Department (site/department)						
Action Requested	Ratification by the Board of Education of Amendment No. <u>1</u> to the Professional Services Contract between Oakland Unified School District and <u>Reuben Roberts</u> . Services to be						
	primarily provided to <u>922/Community Schools and Student Services Department</u> for the period of <u>8/25/2014</u> through <u>6/30/2015</u> .						
<b>Background</b> A one paragraph explanation of why an amendment is needed.	The Oakland Fund for Children and Youth (OFCY) Grant, provided by the City of Oakland, funds the District to implement a peer restorative justice program for eight participating OUSD middle schools- Bret Harte, Claremont, Edna Brewer, Elmhurst Community Prep, Frick, James Madison, Montera, and Westlake Middle Schools. The OUSD Peer RJ program supports the District's goal of reducing racially disproportionate discipline (DMC) by building community and resolving conflicts between students which may otherwise result in fights and subsequent suspensions. Restorative Justice has efficacy as an alternative to suspension and is a key component of the District's comprehensive violence prevention plan for middle schools. Specific grant activities include hiring Peer RJ Coordinators to train and coach students to use communication and problem-solving skills to assist their peers in managing and resolving interpersonal conflict.						
Discussion One paragraph summary of the amended scope of work.	Ratification by the Board of Education of Amendment No. 1 of the Professional Services Contract between the District and Reuben Roberts, Oakland, CA, to provide an additional 300 hours of service as an OUSD Peer Restorative Justice Coordinator at Elmhurst Community Prep under the direction of the Program Manager for Restorative Justice and in coordination with the site administrators to 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 25, 2014 through June 30, 2015, in the amount of \$9,000.00, increasing the Contract from \$14,400.00 to a not to exceed amount of \$23,400.00. All terms and conditions remain in full force and effect.						
Recommendation	Ratification by the Board of Education of Amendment No. <u>1</u> to the Professional Services Contract between Oakland Unified School District and <u>Reuben Roberts</u> . Services to be primarily provided to <u>922/Community Schools and Student Services Department</u> for the period of <u>8/25/2014</u> through <u>6/30/2015</u> .						
Fiscal Impact	Funding resource name (please spell out) PEER RESTORATIVE JUSTICE						
	not to exceed <u>\$ 23,400.00</u>						
Attachments	<ul><li>Contract Amendment</li><li>Copy of original contract and any prior amendments</li></ul>						

Board Office Use: Leg	gislative File Info.
File ID Number	14-2430
Introduction Date	1-15-14
Enactment Number	15-2091
Enactment Date	1/14/15 01



# AMENDMENT NO. <u>1</u> TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and

**Reuben Roberts** 

(CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on <u>8/25/2014</u> and the parties agree to amend that Agreement as follows:

If the scope of work has changed: Provide brief de	
	scription of revised scope of work including measurable description of ucts, and/or reports; attach additional pages as necessary.
Revised scope of work attached. OR The CON	RACTOR agrees to provide the following amended services:
Terms (duration): I The term of the contract is unchanged	red.  The term of the contract has <u>changed</u> .
If the term has changed: The contract term is e and the amended expiration date is <u>6/30/2015</u>	ktended by an additional (days/weeks/months),
Compensation: The contract price is <u>unchanged</u> .	The contract price has <u>changed</u> .
If the compensation has changed: The contract	t price is amended by
Increase of \$9,000.00 to orig	nal contract amount
Decrease of \$ to original	ginal contract amount
and the new contract total is Twenty Three Thousan	d Four Hundred dollars (\$ 23,400.00 )
	<ul> <li>Revised scope of work attached. OR The CONT</li> <li>Terms (duration): The term of the contract is unchanged.</li> <li>If the term has changed: The contract term is exand the amended expiration date is <u>6/30/2015</u></li> <li>Compensation: The contract price is <u>unchanged</u>.</li> <li>If the compensation has changed: The contract</li> <li>Increase of \$<u>9,000.00</u> to origin</li> <li>Decrease of \$ to origin</li> </ul>

 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		CONTRACTOR	1
President, Board of Education	12/3/14 Date	Contractor Signature	1/5 Date
Superintendent  Chief or Deputy Chief		Reuber-Robert, RJ	Consultant
Secretary, Board of Education	11515 Date	Přint Name, Title	
Rev. 9/17/14 Contract No.	R0151964	P.O. No.	

## 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 <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

The Consultant will provide direct on-site services for the Elmhurst Community Prep Middle School peer RJ program by collaborating with site staff to identify and recruit 5-10 peer RJ youth leaders(11-14 years old) that reflect the racial, ethnic, and academic diversity of the school. The Consultant will organize, create, and design training materials that teach conflict resolution, effective communication, problem solving, and restorative practices, and expect to share them with other Peer RJ coordinators. Peer RJ leaders will work in pairs to help peers involved in a dispute to resolve their differences and repair their relationship. The Consultant will coach the peer RJ leaders to conduct an average of 20-35 restorative circles to respond to harm or conflict and support the school site in creating a safe, healthy and supportive school environment.

#### Amendment to Professional Services Contract

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

• The Consultant will provide support to 40-70 youth who are experiencing barriers to learning due to conflict and connect them to restorative justice services. In previous years, almost 100% of these students have graduated from high school. The Peer RJ program augments other efforts within OUSD to reduce truancy and foster academic achievement.

• 5-10 Youth RJ Leaders in the program will learn how to: be a peer leader, practice effective communication skills, express personal feelings and needs, listen without taking sides, problem-solve, improve school climate, and gain experience in civic participation within their school community. These efforts support students in the program to be prepared for success in college and future careers.

• Restorative Justice and Conflict Resolution education is part of the District's overall violence prevention strategy. This program will increase the feeling of safety and support in participating schools and aid in raising attendance and graduation rates.

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

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

- Prepare students for success in college and careers
- Safe, healthy and supportive schools
- Accountable for quality
- Full service community district
- 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.

						REUBROB-01		GHERMAN
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	DUCER	emenus		CONTACT NAME:				
	e C. Herman Ins. Services Presidio Ave			PHONE (A/C. No. Ext): (415) 4	47-4212	FAX (A/C, No):	(415)	447-4181
	Francisco, CA 94115			E-MAIL ADDRESS:				
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Mar	IRED			INSURER A: Travele	rs Insuran	ce Co.		25658
1430				INSURER B :				1
	Reuben Roberts 16115 E. 14th St.			INSURER C :			11	
	San Leandro, CA 94578			INSURER E :				
				INSURER F :				
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	OTHER						\$	
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	Oakland Unified School Dist Att: Risk Management	trict			N DATE T	DESCRIBED POLICIES BE O HEREOF, NOTICE WILL CY PROVISIONS.		
	900 High St. Oakland, CA 94601			AUTHORIZED REPRES	INTATIVE			
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				© 1988	-2014 ACO	RD CORPORATION. A	ll righ	ts reserved.
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COMMERCIAL GENERAL LIABILITY

POLICY NUMBER: 6802C881259

#### 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.

Copyright, Insurance Services Office, Inc., 1984

# SAM Search Results List of records matching your search for :

Search Term : Reuben\* Roberts\* Record Status: Active

**No Search Results** 

AMENDMENT ROUTING FORM 2014-2015 PROFESSIONAL SERVICES CONTRACT AMENDMENT NO. \_\_1



OAKLAND UNIFIED SCHOOL DISTRICT Community Schools, Thriving Students

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#### THIS FORM IS NOT A CONTRACT

File ID Number	14-1894
Introduction Date	10-22-14
Enactment Number	14-1805
Enactment Date	10/22/14 0



Memo	
То	Board of Education
From	Antwan Wilson, Superintendent
Board Meeting Date (To be completed by Procurement)	10/22/14
Subject	Professional Services Contract - Reuben Roberts
	- <u>922/Community Schools and Student Services</u> (site/department)
Action Requested	Ratification of professional services contract between Oakland Unified School         District and       Reuben Roberts         be primarily provided to       922/Community Schools and Student Services         for the period of       August 25, 2014         through       June 30, 2015
Background A one paragraph explanation of why the consultant's services are needed.	The Oakland Fund for Children and Youth (OFCY) Grant, provided by the City of Oakland, funds the District to implement a peer restorative justice program for eight participating OUSD middle schools- Bret Harte, Claremont, Edna Brewer, Elmhurst Community Prep, Frick, James Madison, Montera, and Montera Middle Schools. The OUSD Peer RJ program supports the District's goal of reducing racially disproportionate discipline (DMC) by building community and resolving conflicts between students which may otherwise result in fights and subsequent suspensions. Restorative Justice has efficacy as an alternative to suspension and is a key component of the District's comprehensive violence prevention plan for middle schools. Specific grant activities include hiring Peer RJ Coordinators to train and coach students to use communication and problem-solving skills to assist their peers in managing and resolving interpersonal conflict.
Discussion One paragraph summary of the scope of work.	Ratification by the Board of Education of a Professional Services Contract between District and Reuben Roberts, Oakland, CA, to provide 480 hours of service as a Peer Restorative Justice Coordinator at Voluntary Resolution Plan (VRP) cohort middle school under the direction of the Program Manager for Restorative Justice and in coordination with the site administrators; consultant will recruit, train and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school for the period of August 25, 2014 through June 30, 2015, in an amount not to exceed \$14,400.00.
Recommendation	Ratification of professional services contract between Oakland Unified School         District and       Reuben Roberts         be primarily provided to       922/Community Schools and Student Services         for the period of       August 25, 2014         through       June 30, 2015
Fiscal Impact	Funding resource name (please spell out) OFCY CONFLICT RESOLUTION not to exceed \$ 14,400.00
Attachments	<ul> <li>Professional Services Contract including scope of work</li> <li>Fingerprint/Background Check Certification</li> <li>Insurance Certification</li> <li>TB screening documentation</li> <li>Statement of qualifications</li> </ul>

Board Office Use: Leg	islative File Info.
File ID Number	14-1894
Introduction Date	10-22-19
Enactment Number	14-1805
Enactment Date	10/22/14 0



# **PROFESSIONAL SERVICES CONTRACT 2014-2015**

This Agreement is entered into between Reuben Roberts

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

- 1. 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 <u>August 25, 2014</u>, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below <u>\$84,100</u> in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed <u>\$84,100</u>, whichever is later. The work shall be completed no later than June 30, 2015
- Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed <u>Fourteen Thousand Four Hundred</u>

Dollars (\$14,400.00) [per fiscal year], at an hourly billing rate not to exceed \$30.00 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: <u>None</u>

which shall not exceed a total cost of \$0.00

#### 5. CONTRACTOR Qualifications / Performance of Services:

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

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

- 6. 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:

Rev. 6/2/2014 v1

Requisition No. R0150440

P.O. No. \_\_\_\_

OUSD Representative: Name: Barbara McClung	CONTRACTOR: Name: Reuben Roberts							
Site /Dept.: Community Schools and Student Services	Title: Consultant							
Address: 746 Grand Ave.	Address: 1925 7th Avenue Apt. 4							
Oakland, CA 94610	Oakland	CA	94606					
Phone: 273-1539	Phone: 504-8904							
Email: barbara.mcclung@ousd.k12.ca.us	Email: rjr5194@yahoo.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.

- 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.
- 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

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.
- Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. 26
- 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

President, Board of Education Designee Superintender

Secretary, Board of Education

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 14-	- 1894
Introduction Date:	10/22/14
Enactment Number:	14-1805
Enactment Date:	10/22/14
By: O >	

CONTRACTOR

Contractor Signature

Reuben Roberts Consultant Kesterntive Justice Continate RENDEN 160 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 <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

The Consultant will provide direct on-site services for the VRP cohort Middle School peer RJ program by collaborating with site staff to identify and recruit 5-20 peer RJ youth leaders (11-14 years old) that reflect the racial, ethnic, and academic diversity of the school. The Consultant will organize, create, and design training materials that teach conflict resolution, effective communication, problem solving, and restorative practices, and expect to share them with other Peer RJ coordinators. Peer RJ leaders will work in pairs to help peers involved in a dispute to resolve their differences and repair their relationship. The Consultant will coach the peer RJ leaders to conduct an average of 20-35 restorative circles to respond to harm or conflict and support the school site in creating a safe, healthy and supportive school environment.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

• The Consultant will provide support to 40-70 youth who are experiencing barriers to learning due to conflict and connect them to restorative justice services. In previous years, almost 100% of these students have graduated from high school. The Peer RJ program augments other efforts within OUSD to reduce truancy and foster academic achievement.

• 5-10 Youth RJ Leaders in the program will learn how to: be a peer leader, practice effective communication skills, express personal feelings and needs, listen without taking sides, problem-solve, improve school climate, and gain experience in civic participation within their school community. These efforts support students in the program to be prepared for success in college and future careers.

• Restorative Justice and Conflict Resolution education is part of the District's overall violence prevention strategy. This program will increase the feeling of safety and support in participating schools and aid in raising attendance and graduation rates.

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

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

- Prepare students for success in college and careers
- Safe, healthy and supportive schools
- Accountable for quality
- Full service community district

## 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 CSSSF' 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.

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		Att: Risk Ma		trict		TH	EXPIRATIO	N DATE TH	DESCRIBED POLICIES BE C HEREOF, NOTICE WILL CY PROVISIONS.			
		900 High St. Oakland, CA				AUTHORIZED REPRESENTATIVE						
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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

#### 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.

# **Reuben Roberts**

1925 7th Avenue Apt 4 Oakland, CA 94606 C: 510.504.8904 rjr5194@yahoo.com

**Objective:** Providing support for youth and families on a community based level, through social emotional learning, academic support, and recreational activities.

## PROFESSIONAL EXPERIENCE

**Oakland Unified School District/Frick Middle School**, Oakland, CA August 2012 to Present (Restorative Justice Coordinator & Confliction Peer Mediation Manager)

- To assist in changing the disproportion of African American students facing expulsion and suspension as a part of the African American Male Achievement Initiative.
- Resolving conflicts through use of the Restorative Circle Process, which is an indigenous practice of coming together in the form of a circle to uphold each participant accountable for their actions in front of the community.
- Training students to take lead in a position of empowerment to encourage their peers to be above the influence through use of Peer Mediation and Restorative Justice.
- Implementing the Social Emotional Learning (SEL) model towards gearing the shift in school climate and culture; Relationship Building Skills, Self-Awareness, Self-Management, Social-Awareness, and Responsible Decision Making.
- Increasing safety and support in participating schools, aiding in raising attendance and graduation rates.

New York Sports Club, White Plains, NY July 2011 to June 2012 (Personal Trainer)

- Specialized in Basketball Skills and Conditioning, Circuit Training, Core Exercise, Kettle Bells, Plyometrics, and Corrective Postural Exercise geared towards providing sustainable healthy living habits for all members
- Organized individual meetings for physical assessments and convenient workout regimens to follow on a weekly basis
- Formed great relationships with members to provide all necessary resources and information.
- Maintained the keep-up and cleanliness of the recreational facility while providing ample services for all clients and gym members

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

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

- Coordinated monthly speaker series events bringing in diverse groups of professionals to talk to youth
- Organized programs geared towards uplifting students behavior and educational success
- Facilitated therapeutic group sessions for the development of youth leadership
- Participated in mandatory weekly meetings with principal and social work staff regarding supervision and awareness of students
- · Maintained accurate and detailed records of students' progress in the classroom and at home

• Managed after school program by creating activities to develop teamwork sportsmanship and respect for students and their peers

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

- Supervised residents to ensure a safe living environment.
- Interviewed and trained youth counselors to run the Abbott House program.
- Coordinated residential programs: group guidance intervention, group counseling, anger management, cultural events, recreational activities, and study sessions.
- Community outreach and activities, field trips, creating budgets for bank accounts, shopping and money management training.
- Participated in mandatory monthly meetings with agency staff regarding supervision and awareness for residents.
- Member of Case Planning Review Committee for residents.
- Counseled and mediated all levels of situations between staff and residents.

# The Jubilee Center, Hoboken, NJ January 2008 to December 2008

(Youth Counselor)

- Planned, coordinated, and monitored group activities for youth ages 7 to13
- Assisted with basic counseling and caring for children
- Assumed duties throughout community for families and children

#### Children's Village, Dobbs Ferry, NY August 2006 to October 2007 (Sociotherapist/Educational Counselor)

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

## EDUCATIONAL BACKGROUND

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

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

#### CERTIFICATION

- AFAA (Aerobics and Fitness Association of America) Group Fitness Instructor
- CPR (Cardiopulmonary Resuscitation) Certified
- TCI (Therapeutic Crisis Intervention) Certified
- CPS (Administration for Children's Protective Services) Mandated Reporter for State of California

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- TCI (Therapeutic Crisis Intervention) Certified
- CPS (Administration for Children's Protective Services) Mandated Reporter for State of California

# SAM Search Results List of records matching your search for :

Search Term : Reuben\* Roberts\* Record Status: Active

No Search Results



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<ol> <li>2. Ensure contractor meets the <u>consultant requirements</u> (including the Excluded rarry List, insurance and AKSS consultant verification)</li> <li>3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.</li> </ol>													
<ol> <li>Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval to Procurement.</li> </ol>													
Attachment For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.													
Checklist E For individual consultants: Proof of negative tuberculosis status within past 4 years.													
For All Consultants: Results page of the Excluded Party List ( <u>https://www.sam.gov/</u> )													
For All Consultants: Statement of qualifications (organization); or resume (individual consultant). For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.													
For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)													
OUSI	Staff Contact	Emails abo	out this contra	ct should be s	ent to: (require	d) dian	e.warren@o	usd.k12	2.ca.us				
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		RESOLU	TION							5825			
										5825			
R	equisition N	O. (required)	R01504	40	1		Total Co	ntract	Amount			\$ 14,400	.00
				Approval a	nd Routing	(in ord	ler of appr	rovals	steps)				
Ser	vices cannot be	e provided be	efore the contr	act is fully app	proved and a	Purchas	e Order is is	sued.	Signing this	document aff	irms that	at to you	r knowledge
	_				were not prov								
		SD Adminis	trator verifies	s that this ve	endor does r	not appe	ear on the E	Exclude	ed Parties	List (https://	www.	sam.go	<u>v/</u> )
	Administrato	r / Manager	(Originator)	Name B	arbara McClu	ing	Phone			273-1539			
1.	Site / Depa	rtment s	22/Communit	y Schools and	d Student Ser	nt Services Fax				273-1501			
	Signature }	300	Call	ev				Date	Approved	8	20	14	
	Resource Ma	nager, if usi	ng funds mana	aged by: Data	te and Federal	Quality,	Community, Se	chool De	velopment DF	amily, Schools,	and Con	nmunity Pa	artnerships
	Scope of w	ork indicates	compliant use	e of restricted	resource and	is in alig	nment with	school	site plan (SF	PSA)			
2.	Signature Date Approved								Approved				
	Signature (if using multiple restricted resources) Date Approved								Approved				
					100-00-0 ×							_	
2	Regional Executive Officer     Services described in the scope of work align with needs of department or school site												
Consultant is qualified to provide services described in the scope of work								101					
Signature Children Sale Approved STAILY Deputy Superintendent Instructional Leadership / Deputy Saperintendent Business Operations Consultant Aggregate Under D, Over D\$50,000													
4.		nitencent li	verruetional L	-eaeersnip	Deputy pape	mende	BIR BUSINES	1		unsunant Aggr	egaie Ui		
	Signature	All	Education	Lul		mot		Date	Approved				
5.	Superintende					act	Destat	20000			Det		
	Legal Required if not using standard contract     Approved     Denied - Reason     Date       Procurement     Date Received     PO Number     DIG NCCG												
Proc	urement D	ate Receive	0				PO Numb	er		a DIS		1	

#### THIS FORM IS NOT A CONTRACT

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