

Board Office Use: Legislative File Info.

File ID Number	13-1171
Introduction Date	6/12/13
Enactment Number	13-0997
Enactment Date	6/12/13 <i>SL</i>



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To 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)

Subject Professional Services Contract -
 Youth Together _____ Oakland _____ Ca _____ (contractor, City State)
 _____ Castlemont High School _____ (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and Youth Together _____. Services to be primarily provided to _____ Castlemont High School _____ for the period of 03/01/2013 through 06/30/2013.

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

Youth Together Student Intervention Counseling services are needed to provide direct support to student and families identified as in need of intervention services. YT Student Intervention Counselors provide case management direct outreach support to students and families to increase attendance, and increase their GPA, and graduate from high school. YT Counselors will refer students and their families to other appropriate support services.

Discussion
One paragraph summary of the scope of work.

A contract of services between OUSD and Youth Together in Oakland, CA for the later to provide services to students who are at risk and in need of intervention and or services that would address issues interfering with the overall well being of the student and their academic achievement. The dates of service are from 03/01/2013 through 06/30/2013, in an amount not to exceed \$21,000.00.

Recommendation Approval of professional services contract between Oakland Unified School District and Youth Together _____. Services to be primarily provided to _____ Castlemont High School _____ for the period of 03/01/2013 through 06/30/2013.

Fiscal Impact Funding resource name (please spell out) Title 1 _____ not to exceed \$21,000.00

- Attachments**
- Professional Services Contract including scope of work
 - Fingerprint/Background Check Certification
 - Commercial General Liability Insurance Certification
 - TB screening documentation
 - Statement of qualifications

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PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Youth Together (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.
2. **Terms:** CONTRACTOR shall commence work on 03/01/2013, 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, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2013.

3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed twenty one thousand Dollars (\$21,000.00). 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.

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

1. Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.

2. Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.

5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* none which shall not exceed a total cost of \$ 0.00.

6. **CONTRACTOR Qualifications / Performance of Services.**

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

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

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

Professional Services Contract

OUSD Representative:

Name: John Lynch
Site /Dept.: Castlemont High School
Address: 8601 MacArthur Blvd
Oakland, CA 94605
Phone: 639-1466

CONTRACTOR:

Name: Akua Jackson
Title: Executive Director
Address: 449 15th Street, #402
Oakland Ca 94612
Phone: (510) 645-9209

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

8. Invoicing

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

- 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:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

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

10. Insurance:

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

Check one of the boxes below:

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

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

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

OR

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

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

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

Contractor initial: TD

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

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

Professional Services Contract

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

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **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
- 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.epls.gov/epls/search.do>)

Summary of terms and compensation:

Anticipated start date: 03/01/2013 Work shall be completed by: 06/30/2013 Total Fee: \$ 21,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

[Signature]
Secretary, Board of Education

6/13/13
Date

6/13/13
Date

CONTRACTOR

[Signature]
Contractor Signature

Date

Akua Jackson
Print Name, Title

Executive Director

File ID Number: 13-1171
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Enactment Date: 6/12/13
By: [Signature]

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

A contract of services between OUSD and Youth Together in Oakland, CA for the later to provide services to students who are at risk and in need of intervention and or services that would address issues interfering with the overall well being of the student and their academic achievement. The dates of service are from 03/01/2013 through 06/30/2013, in an amount not to exceed \$21,000.00.

SCOPE OF WORK

Youth Together will provide a maximum of 700.00 hours of services at a rate of \$ 30.00 per hour for a total not to exceed \$21,000.00. Services are anticipated to begin on 03/01/2013 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.

Youth Together Counselors will convene, facilitate restorative practices among students, their families, and school staff to identify and put an end to the conflict that the student might be facing. These practices will also serve to identify other needs that the student and their families might be facing. Youth Together Counselors will refer students to CBOs that would help the students and their families to meet their needs.

The restorative practices that Youth Together Counselors will facilitate are: Restorative Family Conferences, Restorative Conversations, Peacemaking Circles, Community-Building Circles, Talking Circles, Circles of Support and Accountability.

Youth Together Counselors and site administrator(s) will develop and implement protocols to conduct restorative practices, an also a discipline handbook that is compliant and adheres to OUSD Disciplinary Hearing Process, OUSD Parent Guide and other sections of the Education Code.

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.

- 1) Increased student attendance and increased GPA for students identified as in need of intervention
- 2) Reduction in overall suspension
- 3) Retention of under served students (credit deficiency, low attendance)
- 4) 80% of our students (and their families) will be provided with appropriate support services. (45% expected increase)
- 5) Increased graduation rate (50% expected increase)
- 6) Establishment of school wide systems to communicate data on progress/results of students identified as in need of intervention

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

- | | |
|---|---|
| <input type="checkbox"/> Ensure a high quality instructional core | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input checked="" type="checkbox"/> Full service community district |

Youth Together

Scope of Work

Youth Together Counselors will serve as a resource to identify students who are at risk and in need of intervention and or services that would address issues interfering with the overall well being of the student and their achievement

1. Establish strong, collaborative relationships with RJOY staff, OUSD administrators, faculty and other school staff, CBO staff, students, families, and others at the designated site to help create a positive and caring school community.
2. Convene, facilitate and co-facilitate a continuum of restorative practices, including Restorative Family Conferences, Restorative Conversations, Peacemaking Circles, Community-Building Circles, Talking Circles, Circles of Support and Accountability (COSA's) etc. among students, family, and staff. Also, help develop and monitor individual student plans coming out of these processes to promote healthier student behavior.
3. For Restorative Conferences and Peacemaking Circles used as alternatives to suspensions or used to address conflict, conduct intake assessments, collect consent forms, prepare participants, send confirmation notices, facilitate process, develop agreed-upon plan, and conduct follow-up.
4. Serve as a resource to staff in dealing with classroom management issues, including facilitating, and offering training and technical assistance and support to staff (and students) in facilitating, formal practices such as Restorative Conferences, Peacemaking Circles, Community-Building Circles, Talking Circles, etc., as well as informal, impromptu practices such as restorative dialogues, and small, on-the-spot conferences.
5. Together with the responsible site administrator, develop and implement:
 - A protocol to confer with administration in deciding appropriate responses to disruptive behavior, including detention, in school suspension, and out of school suspension, or restorative methods.
 - A discipline handbook to be used as a guide in determining the range of appropriate responses to specific categories of behaviors.
 - A protocol for receiving, welcoming, and re-integrating students returning from a period of incarceration, including working with the RJOY Family and Community Coordinator to develop Circles of Support and Accountability for such youth.
6. Do administrative tasks such as plan meetings, Circles, Conferences, and other events, maintain student files, write progress notes, prepare budgets and invoices. Prepare written reports and enter data into data base on an ongoing basis, to be completed by the end of each month.
7. With RJOY Family and Community Coordinator, offer training, technical assistance and support to parents and E. Oakland community and congregation members in facilitation of Restorative Conferences, Conflict Circles, and Circles of Support and Accountability.
8. Review and maintain familiarity with staff policies and procedures, OUSD Disciplinary Hearing Process, the OUSD Parent Guide, and pertinent sections of the Education Code.

9. Work with RJOY's program research and evaluation team to implement program evaluation strategies, collect data (both verbal and written), and maintain database records.
10. Engage in professional development, keep abreast of best school practices and research in the field of Restorative Justice and Education.

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.
-



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Calender-Robinson Company, Inc. FB0267063 300 Montgomery St., Suite 888 San Francisco CA 94104	CONTACT NAME: Katherine Berkman	FAX (A/C. No.): (415) 978-3825
	PHONE (A/C. No. Ext.): (415) 978-3800	E-MAIL ADDRESS: kberkman@calrob.com
INSURED Youth Together, Inc. 449 - 15th Street #402 Oakland CA 94612	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Nonprofits' Ins. Alliance of CA	NAIC #
	INSURER B: Markel Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: CL1210107867 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		<input checked="" type="checkbox"/>	2012-14283-NPO	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
A	AUTOMOBILE LIABILITY			2012-14283-NPO	10/1/2012	10/1/2013	PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB		<input type="checkbox"/> OCCUR				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MWC0013298-02	10/1/2012	10/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A				E L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ 1,000,000
A	Sexual Misconduct Liability			2012-14283-NPO	10/1/2012	10/1/2013	E L DISEASE - POLICY LIMIT \$ 1,000,000
							Each claim \$ 250,000
							Policy aggregate \$ 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is included as additional insured as per the attached endorsement

CERTIFICATE HOLDER Oakland Unified School District Attn: Contract's Administration 900 High Street Oakland, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Named Insured: Youth Together, Inc.

Policy: 2012-14283-NPO

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:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

(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 additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your on-going operations; or
- B. In connection with your premises owned by or rented to you



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Vision, Mission, Values

“Education either functions as an instrument which is used to facilitate integration of the younger generation into the logic of the present system and bring about conformity or it becomes the practice of freedom, the means by which men and women deal critically and creatively with reality and discover how to participate in the transformation of their world.” – Paulo Freire

Mission

Grounded in our commitment to peace, unity and justice, the mission of Youth Together is to address the root causes of educational inequities by developing multiracial youth leaders and engaging school community allies to promote positive school change.

Vision

Education is a basic human right, not a privilege.

The vision of Youth Together is to reclaim public education. We seek to create public educational systems that are just, community based, supportive and people centric. We aim to empower, mobilize, and build self-determination among students and their communities.

Youth Together envisions students who think critically, are social change agents, and who challenge internalized, interpersonal, and institutional oppression in their schools and communities. Specifically, we envision public schools as spaces where youth, their families, and community members are key decision makers in their educational experience.

We envision an educational system that is both the center of the community and a tool for creating community. When local educational institutions are designed to meet the needs of students, a strong community is created.

Values

1. YT values young people because we believe youth are inherently valuable and powerful and must be key players in creating a world free of internalized, interpersonal, and institutional oppression.

2. YT values supporting academic development, raising political consciousness, and knowing our histories because we believe the lifelong pursuit of knowledge, education, and reflective practice is necessary for our liberation.
3. YT values leadership development because we believe by nurturing the confidence and skills of young people they will create a just environment in their schools and communities.
4. YT values multi-generational partnerships because we believe youth and adults sharing power and knowledge is necessary for authentic social change.
5. YT values multiracial unity because we believe that racial division is a key tool of oppression, and that we gain strength and power in learning and sharing our histories, cultures, and experiences.
6. YT values anti-oppression work because we believe that all forms of injustice prevent effective movement-building.
7. YT values movement building, because we believe power is created by people organizing to make change inside and outside of institutions.
8. YT values accountability because we believe both self-discipline and high expectations nurture a fair and equitable environment.
9. YT values access to equitable and quality education because we believe education is basic human right that determines individual and community well-being.
10. YT values self-determination because we believe in the capacity of individuals and communities to envision and realize their strength, power, and well-being
11. YT values building a healthy organizing culture that acts out of love, respect, and equality for all people because we believe strong individuals and strong relationships build strong movements.
12. YT values collaborative decision-making and transparency because we believe open communication and healthy conflict struggle the greatest solutions.
13. YT values peace and non-violent solutions because we recognize the damaging effects of violence in our homes, communities, and world and see the role we play in ending this cycle.

Leave a Reply

Name

Mail (will not be published)

Website

Search Results

Current Search Terms: Youth* together* Inc.*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.732.20130222-1427

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



RECEIVED
MAY 22, 2013

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions

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

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

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

Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
- For individual consultants: Proof of negative tuberculosis status within past 4 years.
- For All Consultants: Results page of the Excluded Party List (<https://www.epls.gov/epls/search.do>)
- 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)

OUSD Staff Contact Emails about this contract should be sent to: (required) john.lynch@ousd.k12.ca.us

Contractor Information

Contractor Name	Youth Together	Agency's Contact	Akua Jackson			
OUSD Vendor ID #	1025567	Title	Executive Director			
Street Address	449 15th Street, #402	City	Oakland	State	Ca	Zip 94612
Telephone	(510) 645-9209	Email (required)	ajackson@youthtogether.net			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	03/01/2013	Date work will end	06/30/2013	Other Expenses	\$ 0.00
Pay Rate Per Hour (required)	\$ 30.00	Number of Hours (required)	700.00		

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
3010	Title 1	3014850121	5825	\$ 21,000.00
			5825	\$
			5825	\$
Requisition No. (required)	R0311077		Total Contract Amount	\$ 21,000.00

Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	John Lynch	Phone	639-1466	
	Site / Department	Castlemont High School			Fax	639-4503
	Signature				Date Approved	3-12
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships					
	<input checked="" type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature				Date Approved	5/22/13
	Signature (if using multiple restricted resources)				Date Approved	
3.	Regional Executive Officer					
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
	Signature				Date Approved	5-22-13
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000					
	Signature				Date Approved	5-30-2013
5.	Superintendent, Board of Education Signature on the legal contract					
Legal Required if not using standard contract		Approved		Denied - Reason	Date	
Procurement	Date Received			PO Number		

