File ID Number	14-0106
Introduction Date	2-26-14
Enactment Number	14-0266
Enactment Date	2-26-1401



Community Schools, Thriving Students

Memo	
То	Board of Education Gary Yee Ed.D., Superintendent
From	By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action Vernon Hal, Deputy Superintendent, Business & Operations
Board Meeting Date (To be completed by Procurement)	2-26-14
Subject	Professional Services Contract Amendment - 1 Kusum Crimmel Oakland CA (Contractor, City/State) - Oakland Technical High School (site/department)
Action Requested	Ratification by the Governing Board of the amendment to the professional services contract between the District and Kusum Crimmel Services to be primarily provided to Oakland Technical High School for the period of 8/5/2013 through 05/09/2014, in an amount not to exceed \$36,900.00
Background A one paragraph explanation of why an amendment is needed.	The California Safe and Supportive Schools Programmatic Intervention Grant is provided to select high schools for the purpose of improving a school's culture and climate index as indicated by student, staff, and parent responses on the California Healthy Kids Survey (CHKS). To support the improvement of school climate as outlined by the California Department of Education, funding is provided to implement targeted programs and fund associated staffing. This contract funds the Positive Behavior Support component of the Oakland Tech S3 Grant in the capacity of Restorative Justice Coordinator for year three of implementation, which is the final year of the grant.
Discussion One paragraph summary of the amended scope of work.	The amendment provides an additional 900 hours of Restorative Justice coordination, including the development and management of a peer leadership program to train and support student-led conflict mediation utilizing restorative practices. Contractor also will implement restorative practices that offer alternatives to suspension in alignment with the voluntary resolution plan (VRP), will support teacher-led circles, and will facilitate the re-entry of students returning from suspension, expulsion, and incarceration utilizing Circles of Support and Accountability. Contractor will serve in this capacity.
Recommendation	Ratification by the Governing Board of the amendment to the professional services contract between the District and Kusum Crimmel Services to be primarily provided to Oakland Technical High School for the period of 8/5/2013 through 05/09/2014, in an amount not to exceed $$36,900.00$
Fiscal Impact	Funding resource name (please spell out) S3 Safe & Supportive Schools not to exceed \$36,900.00
Attachments	Contract Amendment

Copy of original contract

Board Office Use: Leg	islative File Info.
File ID Number	14-0106
Introduction Date	2-26-14
Enactment Number	14-0266,
Enactment Date	2-26-1401

New Req. No.

Rev. 6/13 v1

R0409207

P.O. No.

P1401215



Community Schools, Thriving Students

TO PROFESSIONAL SERVICES CONTRACT

and		nent is entered into between the Oakland Unified School (CONTRACTOR). OUSD entered into an Agreem August 5, 2013, and the parties agree to am	ent with CONTRACTOR for services on
expected Rev The amendmore reladers restorative processes to the second restorative processes restorative pro	scope of work has change and final results, such as serving ised scope of work attached the provides an additional 9thip program to train and suppractices that offer alternatives will facilitate the re-entry of st	be of work has changed. ONLY the function of revised scope of work ices, materials, products, and/or reports; attach additionals. OR, The CONTRACTOR agrees to provide the followed by the conflict mediation utilizing restorative prosts to suspension in alignment with the voluntary resolution tudents returning from suspension, expulsion, and incard	al pages as necessary. ving amended services: ne development and management of a actices. Contractor also will implement n plan (VRP), will support teacher-led
If t	he term has changed:	of the contract is <u>unchanged</u> . The term of the contract term is extended by an additional a date is05/09/2014	e contract has <u>changed</u> . 18 weeks (days/weeks/months),
lf t	■ Increase of \$ <u>36</u> □ Decrease of \$_	to original contract amount s Seventy-six thousand, four hundred twenty-four	dollars (\$76,424.00
and in	full force and effect as ori dment History:	ner provisions of the Agreement, and prior Amendmiginally stated. endments to this Agreement. This contract has previous	
No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$
		t effective and no payment shall be made to Contractor, the Board of Education, and/or the Interim Sup	

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

The amendment provides an additional 900 hours of Restorative Justice coordination, including the development and management of a peer leadership program to train and support student-led conflict mediation utilizing restorative practices. Contractor also will implement restorative practices that offer alternatives to suspension in alignment with the voluntary resolution plan (VRP), will support teacher-led circles, and will facilitate the re-entry of students returning from suspension, expulsion, and incarceration utilizing Circles of Support and Accountability. Contractor will serve in this capacity.

	SCOPE OF WORK
Ku	sum Crimmel will provide a maximum of 900.00 hours of services at a rate of \$41.00 per hour for a
tota	not to exceed \$36,900.00 Services are anticipated to begin on 8/5/2013 and end on 05/09/2014
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 <i>this</i> Contractor will do.
	The contractor will increase the number of students receiving supports in connection with the S3 School Climate Grant in an effort to reduce suspension, substance abuse, bullying and other forms of harassment and violence, and foster student leadership. Within the framework of Response to Intervention (RTI), the contractor will develop a school-wide Restorative Justice program in conjunction with Positive Behavioral Intervention and Support (PBIS) for Oakland Tech students, staff, and families to reduce disproportionality in suspensions and unwarranted referrals to special education. The contractor will train peer mediators to provide mediation in response to minor offenses and to resolve peer conflicts and repair harms caused, and implement restorative justice practices including community-building circles. Contractor will facilitate associated family and community conferences as an alternative to suspension, and circles to support the re-entry of students returning from expulsion and incarceration. Contractor will maintain documentation of students served and assist in the evaluation of outcomes related to interventions provided.
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 contractor's services will be available to the entire Oakland Tech student body of 1,900 students, with a minimum of 100 students receiving direct service during the first year. As a result of these services, Oakland Tech will measure a 10% reduction in racially disproportionate suspensions, a 10% increase in the number of students who report feeling connected to the school, a decrease in the number of students who report personal harassment or bullying on school property, a decrease in the percentage of students who report (30-day) alcohol use, and an overall improvement in the school climate index as measured by the California Healthy Kids Survey (CHKS).
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 V Prepare students for success in college and careers
	☑ Develop social, emotional and physical health ☑ Safe, healthy and supportive schools
	Create equitable opportunities for learning Accountable for quality
	☐ High quality and effective instruction ☐ Full service community district

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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.

Sign-in sheet for meeting in which the SPSA modification was approved.

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Certificate of Insurance (Proof of Coverage) Date Issued: 6/10/2013 This certificate is issued as a matter of information only and confers no rights upon the certificate HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Insured Name and Mailing Address*	Program Administrator
Kusum Crimmel	Administered By:
	CPH and Associates
3167 Eastman Ave.	711 S. Dearborn, Suite 205
Oakland, CA 94619	Chicago, IL 60605
*Additional insured locations are often requested by individual	P. 312-987-9823 F. 312-987-0902
business owners who have more than one office. Your coverage is	info@cphins.com
portable, meaning that you are covered at any location for practice	Underwritten By:
under the occupation(s) listed on your policy.	Philadelphia Indemnity Insurance Company

unuer the occupation(s) tisteu o	Philade	Iphia Indemnity Insurance Company		
	Coverage			
Policy #: PHCPE120295	Effective Date: 08/24/13	Expiration Date: 08/24/14		
THE POLICIES OF INSURANCE LISTED BELOW H NOTWITHSTANDING ANY REQUIREMENT, TERM CERTIFICATE MAY BE ISSUED OR MAY PERTAII EXCLUSIONS AND CONDITIONS OF SUCH POLIC	M OR CONDITION OF ANY CONTRACT OR OTHE N, THE INSURANCE AFFORDED BY THE POLICI	R DOCUMENT WITH RESPECT TO WHICH THIS ES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS		
Limits of	Liability			
EACH OCCURRENCE	AGGREGATE	Coverage Part		
(Per individual claim)	(Total amount per policy year)	SS. STANGE TAIL		
\$1,000,000	\$3,000,000	Professional Liability		
\$1,000,000	\$3,000,000 Commercial General Liability, Fire Legal Liability, and Personal L			
N/A	N/A	Property Coverage		
\$1,000,000	\$3,000,000	Supplemental Liability		
Unlimited	Unlimited	Defense Expense Coverage		
\$35,000	\$35,000	State Licensing Board Investigation Defense Coverage		
\$15,000	\$15,000	Assault Coverage		
\$10,000	\$35,000	Deposition Expense Benefit		
\$5,000/person	\$50,000	Medical Expense Coverage		
\$15,000	\$15,000	First Aid Coverage		
Description/Special Provisions:				
	Certificate Holder			
Oakland Unified School District		DESCRIBED POLICIES BE CANCELLED		
Attn: Contracts Administrator		TE THEREOF, NOTICE WILL BE		
900 High Street	DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
Oakland, CA 94601				
Holder has also been added to the	Authorized Representative			
policy as an additional insured:**		(, Pulp Hoton		
_X_Yes/_No		1 pay now		
**If the certificate holder is an ADDITIONAL				
INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).		C. Philip Hodson		

DISCLAIMER: The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

Additional Insured Endorsement

This endorsement modifies insurance provided under the following:

ALLIED HEALTHCARE PROVIDERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY POLICY

In consideration of the premium paid, this policy is amended as follows:

Oakland Unified School Distric is hereby added as an Additional Insured, solely for Damages arising out of a Professional Incident covered under this policy. The Professional Incident must arise out of services provided by the Insured, under contract with Oakland Unified School Distric.

Additional Insured Name and Mailing Address: Oakland Unified School Distric 900 High Street Oakland, CA 94601

All other terms and conditions of this policy remain unchanged. This endorsement is part of your policy and takes effect on the effective date of your policy unless another effective date is shown below.

Policy: PHCPE I 20295

Effective on and after: 8/24/2013 Issued to: Kusum Crimmel Expiration date: 8/24/2014

PI-PHCP-03(03/01)

Ву:

Jamie Maguire, Authorized Representative



Community Schools, Thriving Students

AMENDMENT ROUTING FORM

2013-2014

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. ___

			01 255.	TONAL DE		.5 00	· · · · · ·					
7	11 11 A. W			Grant Robert William	D	irection	s		2 4		al a contract	
Serv	ices beyond t	he origina	al contract	cannot be prov				has be	en fully	approved	and the P	urchase Order
				amount has	s been i	increase	d by Procu	rement	<u>.</u>			
	 Contractor and OUSD contract originator reach agreement on modification to original Scope of Work. 											
	2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.											
			nount has	increased, the s	scope of	f work ho	as changed.	OUSD	contra	ct originat	or create:	s new
				PO number ref								
	•	ntract ori	-	omits amendmen				•	oval wit	hin two we	eks of cre	eating the
Whe			nent is ap	proved Procure	ment w	ill add o	idditional f	unds to	the or	iginal Pur	chase Ord	ler.
Atta	chment	Con	tract amen	dment packet in	cluding	Board Me	emo and An	nendme	ent Form			
Che	cklist	■ Ame	ended Scor	oe of work (Be s	pecific a	s to wha	t additional	work is	being do	ne by this	consultant	.)
		■A B	oard Appro	ved copy of the	original	contract						
ous	D Staff Contact	Emails ab	out this cont	ract should be ser	it to: (Re	equirea)	Richard	d.Fairly(@ousd.k	12.ca.us		
					contrac	tor Info	rmation					
	tractor Name		Crimmel				's Contact		Crimme	el		
	D Vendor ID#	_				Title		Individ		1- 104	7:	04040
	et Address	-	astman Av	enue		City	Oakland			ate CA	Zip	94619
Tele	phone	[(510) 2	20-1589			Email	kusumerin	ımel@g	mail.con	n		
		Co	mpensati	on and Terms	s - Mus	at be wi	thin the O	USD B	illing G	uidelines	5	
Orig	inal Contract A	mount	\$ 39,524.	00		Original	PO Numbe	er l		P1401215		
			\$ 36,900.	00		New Re	equisition #	ŧ	R0409207			
		\$76,424.	00	Start Date 8/5/2013			End Dat	e 05/09/2	2014			
Pay	Rate Per Hour	(Required)	41.00			Number of Hours (Required)			900.00			
					Budge	et Infor	-					
	If you are p	lanning to r	nulti-fund a	contract using LEF				and Fed	deral Offic	ce <u>before</u> co	mpleting req	uisition.
R	esource #	Resource				g Key	0.010	1 7	41	ect Code		Amount
	3725	S3 Safe &	Supp		3051	110305				5825	\$ 36,900	.00
	-									5825	\$	
		-								5825	\$	
										-		
				Approval and				_				
			I contract an	nount cannot be pr	rovided b	efore the	amendment i	is fully ap	proved a	nd the Purc	hase Order	amount has been
Incre	ased by Procure		ifice that th	is vendor does r	not anna	or on the	Evoluded (Darties 1	ict (http:	c:/hanana.er	de govienis	(search do)
1/21	Site Administ											(4) 450-5428
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	Signature C	pager if us	The second secon		nd Federal	Oualify						unity Partnerships
2.	Resource Manager, if using funds managed by: State and Federal Quality, Commu					ate Appro	T	in militar batie		The state of the s		
	Signature Signature						ate Appro					
_	Regional or E	xecutive O	fficer									
3.	Signature	V					Da	ate Appro	oved	1-21	-14	
	-	intendent I	nstructiona	Leadership / De	puty Sup	perintend					regate Under	☐, Over ☐\$50,000
4.	Signature							ate Appro				
5.		nt or Board	of Educati	on Signature on ti	he legal d	contract				,		
-	Required if no						De	enied - R	eason		Date	

PO Number

Date Received

Procurement

Board Office Use: Legislative File Info. 3-2685 File ID Number: 2/11/2013 Introduction Date: Enactment Number: 13-2501 **Enactment Date:** 12/11/13



) stude

Memo

To:

Board of Education

From:

GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent

Board Meeting Date: 12/11/2013

Subject:

Professional Service Contract

Contractor:

Kusum Crimmel of Oakland, CA

Services for: 305-OAKLAND TECHNICAL

Board Action Requested Ratification by the Board of Education of a Professional Services Contract between the District and and Recommendation: Kusum Crimmel, Oakland, CA, for the latter to provide: 964 hours of Restorative Justice coordination, including the development and management of a peer leadership program to train and support student-led conflict mediation utilizing restorative practices. Contractor also will implement restorative practices that offer alternatives to suspension in alignment with the voluntary resolution plan (VRP), will support teacher-led circles, and will facilitate the re-entry of students returning from suspension, expulsion, and incarceration utilizing Circles of Support and Accountability. Contractor will serve in this capacity for the period of 08/05/2013 through 12/31/2013 in an amount not to exceed \$39,524.00.

Background:

(A one paragraph explanation of why the consultant's services are needed.) The California Safe and Supportive Schools Programmatic Intervention Grant is provided to select high schools for the purpose of improving a school's culture and climate index as indicated by student, staff, and parent responses on the California Healthy Kids Survey (CHKS). To support the improvement of school climate as outlined by the California Department of Education, funding is provided to implement targeted programs and fund associated staffing. This contract funds the Positive Behavior Support component of the Oakland Tech S3 Grant in the capacity of Restorative Justice Coordinator for year three of implementation, which is the final year of the grant.

Discussion:

(QUANTIFY what is being purchased.)

964 hours of Restorative Justice coordination, including the development and management of a peer leadership program to train and support student-led conflict mediation utilizing restorative practices. Contractor also will implement restorative practices that offer alternatives to suspension in alignment with the voluntary resolution plan (VRP), will support teacher-led circles, and will facilitate the re-entry of students returning from suspension, expulsion, and incarceration utilizing Circles of Support and Accountability. Contractor will serve in this capacity

Board Office Use: Legislative File Info.			
File ID Number:	13-2685		
Introduction Date:	12/11/2013		
Enactment Number:	13-2501		
Enactment Date:	12/11/15 05		



Fiscal Impact:

Funding resources below not to exceed \$39,524.00

\$39,561.60 S3 Safe & Supportive Schools

Attachments:

Professional Services Contract including Scope of Work

Waiver Summary

Resume / Statement of Qualifications

EPLS Search Results Page

Insurance Certification (if no Waiver was granted)

Board Office Use: Leg	islative File Info.
File ID Number	13-2685
Introduction Date	12/11/2013
Enactment Number	13.2501
Enactment Date	12/11/15



	PROFESSIONAL SERVICES CONTRACT 2013-2014
(CC)	S Agreement is entered into between Kusum Crimmel ONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons cially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and repetent 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.
2.	Terms: CONTRACTOR shall commence work on08/05/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below
	by the Board of Education if the total contract(s) exceed \$83,400.00, whichever is later. The work shall be completed no later than 12/31/2013
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed
	Dollars (
	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: No Reimbursements
	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.
4.	Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this NONE
	Agreement except:
	which shall not exceed a total cost of
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.
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:
eRe	v. 3/11/13 Requisition No. R0400282 P.O. No. P1401215

OUSD Representative: CONTRACTOR: STACI ROSS-MORRISON Kusum Crimmel Name: Name: 305-OAKLAND TECHNICAL Owner Site /Dept.: Title: Address: 3167 Eastman Ave. 4351 Broadway Address: Oakland, CA 94611 Oakland, CA 94619 Phone: (510) 450-5400 Phone:

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.
- IN 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.
- 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.

R0400282			P1401215	
Requisition No.	P.O	No.		_

- 13. Drug-Free / Smoke Free Policy: No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
- 14. Indemnification: CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
- 15. Copyright/Trademark/Patent/Ownership: CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 16. Waiver: No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 17. Termination: OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 18. Conduct of CONTRACTOR: CONTRACTOR will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, which include:
 - 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:
 - 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

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- 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 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
- 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.epls.gov/epls/search.do)
- 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. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 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.
- 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

OAKLAND UNIFIED SCHOOL DISTRICT		CONTRACTOR		
MARIA SANTOS	09/04/2013	Kusum Crimmel	11/12/2013	
President, Board of Education Superintendent or Designee	Date	Contractor eSignature	Data	
85 D. 94	12/11/13	Kusum Crimme	l, Owner	
Secretary, Board of Education	Date	Print Name. Title		
File ID Number: 13-2655				
Introduction Date: 12/11/13	-			
Enactment Number: 13-250 Enactment Date: 12 13				
Ey:O				

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EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

The contractor will increase the number of students receiving supports in connection with the S3 School Climate Grant in an effort to reduce suspension, substance abuse, bullying and other forms of harassment and violence, and foster student leadership. Within the framework of Response to Intervention (RTI), the contractor will develop a school-wide Restorative Justice program in conjunction with Positive Behavioral Intervention and Support (PBIS) for Oakland Tech students, staff, and families to reduce disproportionality in suspensions and unwarranted referrals to special education. The contractor will train peer mediators to provide mediation in response to minor offenses and to resolve peer conflicts and repair harms caused, and implement restorative justice practices including community-building circles. Contractor will facilitate associated family and community conferences as an alternative to suspension, and circles to support the re-entry of students returning from expulsion and incarceration. Contractor will maintain documentation of students served and assist in the evaluation of outcomes related to interventions provided.

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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 contractor's services will be available to the entire Oakland Tech student body of 1,900 students, with a minimum of 100 students receiving direct service during the first year. As a result of these services, Oakland Tech will measure a 10% reduction in racially disproportionate suspensions, a 10% increase in the number of students who report feeling connected to the school, a decrease in the number of students who report personal harassment or bullying on school property, a decrease in the percentage of students who report (30-day) alcohol use, and an overall improvement in the school climate index as measured by the California Healthy Kids Survey (CHKS).

3.		nment with Dis	trict Strategic Plan: Indicate the goals	and visions supported by the services of this contract:
		Ensure a high qual	ity instructional core	Prepare students for success in college and careers
	×	Develop social, em	otional and physical health	Safe, healthy and supportive schools
	X	Create equitable of	pportunities for learning	☐ Accountable for quality
		High quality and ef	fective instruction	▼ Full service community district
4.	Plea	se select:	mmunity School Strategic Site Plan	- CSSSP (required if using State or Federal Funds):
		- Item Number(s):	Not Applicable	
		,	No Restricted Funds	
			ed as modification to Board Approve ectronically via email of scanned documen	ed CSSSP - Submit the following documents to the Resource its, fax or drop off.
			e of CSSSP with action item highlighted. Fisite name, both principal and school site of	Page must include header with the word "Modified", modification buncil chair initials and date.
		2. Meeting anno	nuncement for meeting in which the CSSS	P modification was approved.
		3. Minutes for m	eeting in which the CSSSP modification w	vas approved indicating approval of the modification.
			for meeting in which the CSSSP modifica	
		0		

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ContractsOnline: Contract Waiver Summary

Site Number-Name: 305-OAKLAND TECHNICAL

Principal / Department Head: STACI ROSS-MORRISON

Contractor Name: Kusum Crimmel

Business Name: Kusum Crimmel

Contract Type: Standard

Anticipated Start Date: 08/05/2013 Contract End Date: 12/31/2013

Rate Type: HOURLY Contract Amount: \$39,524.00

Applicable Waivers

Approved by Risk Management

Insurance-Reduction Waiver Status: NA

Waiver-Reduction Type: \$1,000,000 Required

Other Reduction Amount: NA

Approval Date:

Approved by Deputy Superintendent

Billing Waiver Status: NA Approval Date:

Fingerprint Waiver Status: NA Approval Date:

TB Test Waiver Status: NA Approval Date:

kusum crimmel

3167 eastman ave • oakland ca 94619 (510) 220-1589 • kusumcrimmel@gmail.com

Education

San Jose State, San Jose, CA • Graduated May, 2008
Masters of Social Work & Pupil Personnel Services Credential (PPSC)

UC Santa Barbara, Santa Barbara, CA • Graduated June, 2000 B.A. in Cultural Anthropology & Global Studies

Professional Experience

Oakland Unified School District (Oakland Technical High School) • Oakland, CA Case Manager/ Program Manager • July 2012 – Current

- Program development and implementation for conflict mediation and school culture/PBIS
- Facilitate several support groups for young girls
- · Collaborated with team members to strategize needs and offer support services to students
- Offered individual therapeutic sessions and crisis management to students in need
- · Developed and implemented summer leadership program for students

Oakland Unified School District (Oakland Technical High School) • Oakland, CA School Social Worker • September 2008 - June 2012

- Individual therapy to students in the Counseling Enriched Special Day Class
- Co-facilitate an all girls therapeutic support group at Oakland Technical High School
- Write treatment plans and support other staff with IEP's for students
- Support student when needs arise, such as emotional or educational needs
- · Family therapy & support when needed

San Francisco Unified School District • San Francisco, CA Intern Therapist • September 2007 - June 2008

- Individual therapy with students at June Jordan School for Equity High School and Everett Middle School
- · Family therapy & support when needed
- · Assessment and referral for outside services when needed
- Attend IEP, SST and other school related meetings
- Collaborated with school staff in supporting students' success

Independent Living Skills Program • San Francisco, CA Life Skills Instructor • January 2007 - August 2007

- Developed curriculum for 11 week cycle of life skills workshops
- Facilitated weekly workshops for 12-15 adolescent girls in a drug and alcohol treatment program
- Developed and facilitated a summer program for older adolescent foster care youth

Eden Children's Services: Alameda County Mental Health Services • San Leandro, CA Intern Therapist • September 2006 - May 2007

- Individual therapy with children
- As-needed family therapy with clients and their families
- · Attended IEP and other school-based meetings related to my clients

San Francisco YouthWorks: program of JCYC • San Francisco, CA
Placement Specialist/ Youth Leadership Team Coordinator • August 2003 - August 2006

- Facilitated trainings including Pre-Employment Trainings, Job Search Trainings and Life Skills Trainings.
- Coordinated a group of 10-12 youth in the Youth Leadership Team (YLT), which included facilitating weekly
 meetings, anti-oppression trainings and fostering leadership development.
- Implemented a leadership development program for returning YLT members to become facilitators.
- Managed a case load of 45-55 students and offered them support and empowerment in their jobs.

Lavender Youth Recreation & Information Center • San Francisco, CA Program Assistant • September 2002 - March 2003

- Light case management for youth seeking help with daily needs.
- Supervise daily drop-in activities for the after school program.
- Developed and coordinated programs and activities for the after school youth.

Facilitation/ Training Work

Lick Wilmerding High School • January 2007 - April 2008

Facilitated workshops: Power & Oppression, White Privilege, Historical Context of Racism, Cultural Appropriation, and Resistance

Japanese Community Youth Counsil • January 2008

Facilitated workshop: Cultural Competency

White Privilege Conference • April 2007 & April 2008

Facilitated workshops: Cultural Appropriation and Racism in the Mental Health System

AACE Talent Search/ College Access Center • October 2007

Facilitated workshop: Team Building and Work Styles

JAYS Youth Program • October 2007

Facilitated workshop: Facilitation Skills 101

Volunteer & Community Work

San Francisco Women Against Rape (SFWAR)

Rape Crisis Counselor/ Peer Support Counselor • April 2003 - 2011

- On-call medical advocate, accompanying rape survivors in the hospital during medical exams
- Peer-counselor to individual sexual assault survivors through one-on-one weekly sessions
- Rape crisis counselor for 24-hour crisis hotline

Y-Step: Youth Step Towards Addressing Racism:

(Racial Justice Training Program for White Youth)

Founder/ Core Organizer • May 2003 - June 2012

- · Program & organizational development
- Curriculum development & workshop facilitator
- Volunteer & training coordinator

References

Erin Hughes, Wellness Program Coordinator- June Jordan School for Equity- SFUSD (510) 501-7607 cell (415) 452-4602 office

Aumijo Gomes, YouthWorks Program Director (415) 202-7911 ex: 107 office

Lisa Thomas-Adeyemo, Director of Counseling- San Francisco Women Against Rape (415) 861-2024 ex: 302 office

Assault Coverage Deposition Expense Benefit

Medical Expense Coverage

First Aid Coverage

Certificate of Insurance (Proof of Coverage) Date Issued: 6/10/2013 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Insured Name and Mailing Address*	Program Administrator
Kusum Crimmel	Administered By:
	CPH and Associates
3167 Eastman Ave.	711 S. Dearborn, Suite 205
Oakland, CA 94619	Chicago, IL 60605
*Additional insured locations are often requested by individual	P. 312-987-9823 F. 312-987-0902
business owners who have more than one office. Your coverage is	info@cphins.com
portable, meaning that you are covered at any location for practice	Underwritten By:
under the occupation(s) listed on your policy.	Philadelphia Indemnity Insurance Company

under the occupation(s) listed on your policy.		Philadelphia Indemnity Insurance Company	
Coverage			
Policy #: PHCPE120295	Effective Date: 08/24/13	Expiration Date: 08/24/14	
NOTWITHSTANDING ANY REQUIREMENT, TO CERTIFICATE MAY BE ISSUED OR MAY PER	ERM OR CONDITION OF ANY CONTRACT OR OT	D ABOVE FOR THE POLICY PERIOD INDICATED. THER DOCUMENT WITH RESPECT TO WHICH THIS ICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS VE BEEN REDUCED BY PAID CLAIMS.	
Limits	of Liability		
EACH OCCURRENCE	AGGREGATE	Coverage Part	
(Per individual claim)	(Total amount per policy year)		
\$1,000,000	\$3,000,000	Professional Liability	
\$1,000,000	\$3,000,000	Commercial General Liability Includes: General Liability, Fire & Water Legal Liability, and Personal Liability	
N/A	N/A	Property Coverage	
\$1,000,000	\$3,000,000	Supplemental Liability	
Unlimited	Unlimited	Defense Expense Coverage	
\$35,000	\$35,000	State Licensing Board Investigation Defense Coverage	

\$15,000

\$35,000

\$50,000

\$15,000

Description/Special Provisions:

\$15,000

\$10,000

\$5,000/person

\$15,000

	Certificate Holder
Oakland Unified School District Attn: Contracts Administrator 900 High Street Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Holder has also been added to the policy as an additional insured:** X Yes/No **If the certificate holder is an ADDITIONAL INSURED, the policy(ics) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).	Authorized Representative (, P) Authorized C. Philip Hodson

DISCLAIMER: The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGED THE POLICY, PLEASE READ IT CAREFULLY

Additional Insured Endorsement

This endorsement modifies insurance provided under the following:

ALLIED HEALTHCARE PROVIDERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY POLICY

In consideration of the premium paid, this policy is amended as follows:

Oakland Unified School Distric is hereby added as an Additional Insured, solely for Damages arising out of a Professional Incident covered under this policy. The Professional Incident must arise out of services provided by the Insured, under contract with Oakland Unified School Distric.

Additional Insured Name and Mailing Address: Oakland Unified School Distric 900 High Street Oakland, CA 94601

All other terms and conditions of this policy remain unchanged. This endorsement is part of your policy and takes effect on the effective date of your policy unless another effective date is shown below.

Policy: PHCPE120295

Effective on and after: 8/24/2013 Issued to: Kusum Crimmel Expiration date: 8/24/2014

PI-PHCP-03(03/01)

Ву:

Jamie Maguire, Authorized Representative