

Board Office Use: Legislative File Info.	
File ID Number:	14-1126
Introduction Date:	06/25/2014
Enactment Number:	
Enactment Date:	



# Memo

**To:** Board of Education

**From:** GARY YEE, EdD, ACTING SUPERINTENDENT; By: GARY YEE, Deputy Superintendent

**Board Meeting Date:** 06/25/2014

**Subject:** Professional Service Contract

**Contractor:** Community Initiatives of San Francisco, CA

**Services for:** 922-FAMILY, SCHOOL AND COMMUNITY PARTNERSHIPS

**Board Action Requested and Recommendation:** Ratification by the Board of Education of a Professional Services Contract between the District and Community Initiatives, San Francisco, CA, for the latter to provide: OUSD will contract with Restorative Justice for Oakland Youth (RJOY) in the amount of \$57,500 to fund a Youth Program Coordinator to recruit and train youth leaders from middle and high schools within the District's existing RJ cohort. Selected youth will participate in an RJ leadership/youth development cohort beginning in 2013-2014, charged with articulating, promoting, researching, and educating peers and adults about Restorative Practices in schools and how to use this paradigm to transform school culture. for the period of 03/01/2014 through 06/30/2014 in an amount not to exceed \$57,500.00.

**Background:**  
(A one paragraph explanation of why the consultant's services are needed.)

Youth have been champions of Restorative Justice in OUSD for almost a decade. Largely in response to student advocacy, the Board of Education passed the Restorative Justice Resolution in 2010. Subsequently, OUSD schools have shown positive outcomes from implementing Restorative Practices as an alternative to punishment, to support reentry, and to repair relationships and build community. Since student leadership is a primary component of the District's Whole School Restorative Justice Model, there is a need to both organize and empower youth to understand, facilitate, and institutionalize restorative practices within OUSD schools. In partnership with Restorative Justice for Oakland Youth, OUSD seeks to initiate a youth advisory, leadership, and research team to elevate and establish student voice as an essential instrument for transforming school culture and climate.

**Discussion:**  
(QUANTIFY what is being purchased.)

OUSD will contract with Restorative Justice for Oakland Youth (RJOY) in the amount of \$57,500 to fund a Youth Program Coordinator to recruit and train youth leaders from middle and high schools within the District's existing RJ cohort. Selected youth will participate in an RJ leadership/youth development cohort beginning in 2013-2014, charged with articulating, promoting, researching, and educating peers and adults about Restorative Practices in schools and how to use this paradigm to transform school culture.

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**Fiscal Impact:** Funding resources below not to exceed \$57,500.00

\$500.00 General Purpose-Unrestricted

\$57,000.00 General Purpose-Unrestricted

**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)

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OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

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

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 03/01/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100.00, whichever is later. The work shall be completed no later than 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Fifty Seven Thousand Five Hundred Dollars (\$57,500.00) [per fiscal year], at an hourly billing rate not to exceed \_\_\_\_\_ per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: 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.

- 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.

**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.

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

**OUSD Representative:**

Name: BARBARA MCCLUNG  
Site /Dept.: 922-FAMILY, SCHOOL AND COMMUNITY PARTNERSHIP  
Address: 746 Grand Ave.  
Oakland, CA 94610  
Phone: 273-1539

**CONTRACTOR:**

Name: Melanie Beene  
Title: CEO  
Address: 354 Pine Street, Suite 700  
San Francisco, CA 94104  
Phone: 415 230 7700

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

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

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

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

Check one of the boxes below:

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

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

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

iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

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

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

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

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



Professional Services Contract

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.

- 28. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

- 29. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

GARY YEE
[ ] President, Board of Education
[X] Superintendent or Designee

05/19/2014
Date

Secretary, Board of Education

Date

CONTRACTOR

Melanie Beene
Contractor eSignature
05/22/2014
Date

Melanie Beene, CEO
Print Name, Title

## EXHIBIT "A" SCOPE OF WORK

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

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

Restorative Justice for Oakland Youth will provide a youth development program focused on facilitating youth leadership in Restorative Practices. This includes approximately 100 OUSD youth to plan and promote Restorative Practices among peers at participating schools. RJOY will also organize, mentor, train, and empower a smaller cohort of 12 youth facilitators to serve as a Youth Advisory Council for the District to research and support the continuous improvement of Whole School Restorative Justice. Through meaningful youth engagement, students will both expand and improve the initiative within the District and at participating RJ schools. The overarching goal is to lift up youth voice to challenge, educate and inform peers and adults and to evaluate and improve the implementation of Restorative Practices to promote equity within OUSD schools.

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.

As a result of this contract, RJOY will engage and empower a cohort of up to 100 peer leaders from OUSD middle school and high schools. Students in the cohort will participate in meaningful opportunities to articulate, promote, and facilitate Restorative Practices in OUSD. A dozen of these leaders (drawn from the cohort schools) will receive advanced training from RJOY in concert with OUSD in Restorative Practices, youth action research, digital marketing, public speaking and communications, policy development, and group facilitation skills. These activities will result in an overall increase in student knowledge, participation in, and promotion of Restorative Practices at RJ cohort sites as evidenced by program evaluation. Schools featuring youth leadership of Restorative Practices will show a reduction in disciplinary incidences related to defiance and fights as evidenced by Aeries data and an increase in youth participation in conflict mediation as evidenced by CitySpan data.

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

- Ensure a high quality instructional core
- Develop social, emotional and physical health
- Create equitable opportunities for learning
- High quality and effective instruction
- Prepare students for success in college and careers
- Safe, healthy and supportive schools
- Accountable for quality
- Full service community district

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

**Action Item included in Board Approved CSSSP:** (no additional documentation required)

– Item Number(s): Not Applicable  
No Restricted Funds

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

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



***ContractsOnline: Contract Waiver Summary***

**Site Number-Name: 922/Behavioral Health**

**Principal / Department Head: BARBARA MCCLUNG**

**Contractor Name: Melanie Beene**

**Business Name: Community Initiatives**

**Contract Type: Standard**

**Anticipated Start Date: 03/01/2014**

**Contract End Date: 06/30/2014**

**Rate Type: FLAT**

**Contract Amount: \$57,500.00**

***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: Approved**

**Approval Date: 05/15/2014**

**Fingerprint Waiver Status: NA**

**Approval Date:**

**TB Test Waiver Status: NA**

**Approval Date:**



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## What is Restorative Justice?

Restorative justice invites a fundamental shift in the way we think about and do justice. Many different programs have arisen out of a profound and virtually universal frustration with our justice system. What distinguishes restorative justice from all these programs is a theory of justice which challenges the fundamental assumptions in the dominant

### What are the dominant assumptions?

If you commit a crime, you incur a debt to society, you create an imbalance in the scales, and to pay back the debt and re-balance the scales is to be given your just deserts. The Justinian notion of "to each his due". If you caused someone to suffer, you will inflict pain upon someone, pain will be inflicted upon you. Pain, suffering, and retribution are often viewed as the only way to make right the wrong, the only way to pay back and re-balance the scales.

In this sense, dominant justice may be viewed as officially-sanctioned vengeance. When someone who retaliates, it is our justice system that strikes back on the victim's behalf. The current system has spawned the highest absolute and per capita incarceration rates in the world. Scholars speak of how it has "prisonized" the entire North American landscape, clearly in our urban schools which are beginning to look and function more like

prisons. However, in the last three decades, humanity has been making progress in moving from a retributive justice to a restorative justice. From a retributive justice to a restorative justice.

Our criminal justice system asks these three questions:

1. What law was broken?
2. Who broke it?
3. What punishment is warranted?

Restorative justice asks an entirely different set of questions:

1. Who was harmed?
2. What are the needs and responsibilities of all affected?
3. How do all affected parties together address needs and repair harm?

An emerging approach to justice rooted in indigenous cultures, restorative justice is a balanced. It emphasizes:

1. Repairing harm
2. Inviting all affected to dialogue together to figure out how to do so
3. Giving equal attention to community safety, victim's needs, and offenders

Restorative Justice has diverse applications. It may be applied to address conflicts in schools, communities, workplace, the justice system, and to even to address mass social issues (see the Reconciliation Commission in South Africa ).



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## About Us

### HISTORY

The dramatic successes of the Truth and Reconciliation Commission in healing mass violence in South Africa and of restorative juvenile justice legislation in its incarceration virtually obsolete in New Zealand inspired civil rights attorney and activist Fania E. Davis to explore the possibility of an Oakland initiative. In 2005, the effort, including Oakland City Councilmember Nancy Nadel and community organizer Nancy Clotney. Nancy hosted a series of meetings at her office, attended by community judges, educators, law students and representatives of the District Attorney's, Defender's, and Human Services offices. With a small grant from Measure Y, Oakland's prevention initiative, Restorative Justice for Oakland Youth (RJOY) was born.

### MISSION

Disparately impacting youth of color, punitive school discipline and juvenile justice systems of youth violence, incarceration, and wasted lives. Founded in 2005, RJOY works to promote institutional shifts toward restorative approaches that actively engage schools and justice systems to repair harm and prevent re-offending. RJOY focuses on reducing racial disparities associated with high rates of incarceration, suspension, and expulsion. We provide technical assistance and collaboratively launch demonstration programs with our partners in justice, and research partners.

Beginning in 2007, RJOY's city-funded West Oakland Middle School pilot project reduced suspensions, and reduced suspension rates by 87%, saving the school thousands in costs. Inspired by the successes of our Middle School pilot, by May 2008, nearly 20 Oakland (OUSD) principals requested training to launch programs at their sites. We have trained over 100 Oakland's schools. UC Berkeley Law's Henderson Center for Social Justice evaluation released a study in February 2011. A publication on implementing restorative justice in collaboration with the Alameda County Health Care Agency is forthcoming. In 2012, Oakland passed a resolution adopting restorative justice as a system-wide alternative to traditional discipline. An approach to creating healthier schools.

RJOY has enjoyed similar success in the juvenile justice arena. In 2007, we gave training to the Presiding Judge of the Juvenile Court and others. Impressed with the restorative process, the court convened a Restorative Justice Task Force. RJOY provided education and training to the court process which engaged approximately 60 program directors- including probation and parole enforcement officials, as well as community-based stakeholders. In 2009, the court passed a resolution that charts reform of the county's juvenile justice system through institutional shifts. RJOY's innovative restorative diversion and restorative re-entry projects focused on reducing recidivism, contact and associated public costs. The pilots have successfully served 19 youth. With the support of several partners, we now seek funding to expand the pilots.

Presently RJOY has programs at three school sites, including a three-year demonstration program in Oakland's Castlemont Community of Small Schools funded by a grant from The Alameda County Healthy Communities Initiative. Goals of the demonstration program are to reduce



**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**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
Oakland Unified School District Attn: Risk Management 900 High Street Oakland CA 94601
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** 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 ongoing operations; or
- B.** In connection with your premises owned by or rented to you.