lative File Info.
14-0673
5/28/14
14-0837
5/28/14



Community Schools, Thriving Students

Memo					
То	Board of Education				
From	Gary Yee Ed.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 Amendment - 2  Kyle McClerkins Oakland CA (Contractor, City/State) - 922/Family, School and Community Partnerships (site/department)				
Action Requested	Ratification by the Governing Board of the amendment to the professional services contract between the District and Kyle McClerkins  Services to be primarily provided to 922/Family, School and Community Partnershir for the period of 08/13/2013 through 06/30/2014, in an amount not to exceed \$4,320.00				
Background A one paragraph explanation of why an amendment is needed.	The Oakland Fund for Children and Youth (OFCY) Grant, provided by the City of Oakland, funds the District to implement a peer restorative justice program for eight participating OUSD middle schools- Bret Harte, Claremont, Edna Brewer, Elmhurst Community Prep, Frick, James Madison, Montera, and Westlake Middle Schools. The OUSD Peer RJ program supports the District's goal of reducing racially disproportionate discipline (DMC) by building community and resolving conflicts between students which may otherwise result in fights and subsequent suspensions. Restorative Justice has efficacy as an alternative to suspension and is a key component of the District's comprehensive violence prevention plan for middle schools. Specific grant activities include hiring Peer RJ Coordinators to train and coach students to use communication and problem-solving skills to assist their peers in managing and resolving interpersonal conflict.				
Discussion One paragraph summary of the amended scope of work.	Ratification by the Board of Education of Amendment No. 2 to the Professional Services Contract between District and Kyle McClerkins, Oakland CA, for the latter to provide an additional 144 hours of service as an Peer Restorative Coordinator at Edna Brewer Middle School under the direction of the Program Manager and in coordination with the site administrators to recruit, train and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school for the period of August 13, 2013 through June 30, 2014, in the amount of \$4,320.00, increasing the agreement from \$37,455.00 to a not to exceed amount of \$41,775.00.				
Recommendation	Ratification by the Governing Board of the amendment to the professional services contract between the District and Kyle McClerkins.  Services to be primarily provided to $922/Family$ , School and Community Partnershill for the period of $08/13/2013$ through $06/30/2014$ , in an amount not to exceed $4,320.00$				
Fiscal Impact	Funding resource name (please spell out) 9121 / Peer Restorative Justice not to exceed \$4,320.00				
Attachments	Contract Amendment     Copy of original contract				

Board Office Use: Legi	slative File Info.
File ID Number	14-0673
Introduction Date	5/28/14
Enactment Number	14-0837
Enactment Date	5 28 14



Community Schools, Thriving Students

# AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT

Services	:	cope of work has changed.	ONLY the funding	source has changed.
If the sco	ope of work has char	nged: Provide brief description of ervices, materials, products, and/or sed. OR, The CONTRACTOR agree	revised scope of work include reports; attach additional page	ding a measurable description of es as necessary.
Terms (c	duration):	m of the contract is <u>unchanged</u> .	☐ The term of the conf	tract has <u>changed</u> .
If the	e term has changed	: The contract term is extended on date is		(days/weeks/months),
Compen		ntract price is <u>unchanged</u> .	■ The contract price h	as <u>changed</u> .
If the		s changed: The contract price i		
		4,320.00 to origina to origina		
		l is Fourty One Thousand Sever		llere (\$44.775.00
and in fu	ing Provisions: All of the All of	other provisions of the Agreeme originally stated.	nt, and prior Amendment(s	
Amendn	II force and effect as nent History: There are no previous a	originally stated. mendments to this Agreement.	This contract has previously b	s) if any, shall remain unchang been amended as follows:
Amendn  No.	II force and effect as nent History: There are no previous a	originally stated.  mendments to this Agreement.	This contract has previously beason for Amendment	een amended as follows:  Amount of Increase (Decrease)
Amenda	II force and effect as nent History: There are no previous a	originally stated. mendments to this Agreement.	This contract has previously beason for Amendment	een amended as follows:  Amount of Increase (Decrease)  \$18,420.00
Amendn  No.	II force and effect as nent History: There are no previous a	originally stated.  mendments to this Agreement.	This contract has previously beason for Amendment	peen amended as follows:  Amount of Increase (Decrease)  \$ 18,420.00
Approval	Il force and effect as nent History: There are no previous a  Date  08/13/2013  I: This Agreement is	originally stated.  mendments to this Agreement.	This contract has previously be eason for Amendment lict Resolution Program	peen amended as follows:  Amount of Increase (Decrease)  \$ 18,420.00  \$  \$  It it is approved. Approval requi

P.O. No.

R0409512

New Req. No.

Rev. 6/13 v1

P1402720

Kyle McClerkins

total not to exceed \$4,320.00

(Check all that apply.)

Ensure a high quality instructional core

High quality and effective instruction

✓ Develop social, emotional and physical health

Create equitable opportunities for learning

# **EXHIBIT "A" Scope of Work**

## DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Ratification by the Board of Education of Amendment No. 2 to the Professional Services Contract between District and Kyle McClerkins, Oakland CA, for the latter to provide an additional 144 hours of service as an Peer Restorative Coordinator at Edna Brewer Middle School under the direction of the Program Manager and in coordination with the site administrators to recruit, train and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school for the period of August 13, 2013 through June 30, 2014, in the amount of \$4,320.00, increasing the agreement from \$37,455.00 to a not to exceed amount of \$41.775.00.

SCOPE OF WORK

Services are anticipated to begin on 08/13/2013 and end on 06/30/2014

will provide a maximum of 144.00 hours of services at a rate of \$30.00 per hour for a

Prepare students for success in college and careers

Safe, healthy and supportive schools

Accountable for quality

Full service community district

1.	<b>Description of Services to be Provided:</b> Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what this Contractor will do.
	The Consultant will provide additional on-site direct services for the Edna Brewer Middle School peer RJ program by collaborating with site staff to identify and recruit 5-10 peer RJ youth leaders(11-14 years old) that reflect the racial, ethnic, and academic diversity of the school. The Consultant will organize, create, and design training materials that teach conflict resolution, effective communication, problem solving, and restorative practices, and expect to share them with other Peer RJ coordinators. Peer RJ leaders will work in pairs to help peers involved in a dispute to resolve their differences and repair their relationship. The Consultant will coach the peer RJ leaders to conduct an average of 20-35 restorative circles to respond to harm or conflict and support the school site in creating a safe, healthy and supportive school environment.
2.	Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation
	(Students will) and measurable outcomes (Participants will be able to). NOT THE GOALS OF THE SITE OR DEPARTMENT.
	• The Consultant will provide support to 40-70 youth who are experiencing barriers to learning due to conflict and connect them to restorative justice services. In previous years, almost 100% of these students have graduated from high school. The Peer RJ program augments other efforts within OUSD to reduce truancy and foster academic achievement.
	• 5-10 Youth RJ Leaders in the program will learn how to: be a peer leader, practice effective communication skills, express personal feelings and needs, listen without taking sides, problem-solve, improve school climate, and gain experience in civic participation within their school community. These efforts support students in the program to be prepared for success in college and future careers.
	<ul> <li>Restorative Justice and Conflict Resolution education is part of the District's overall violence prevention strategy. This program will increase the feeling of safety and support in participating schools and aid in raising attendance and graduation rates.</li> </ul>

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

Rev. 6/13 v1 Page 5 of 6

#### **Professional Services Contract**

# 4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds) Please select: Action Item included in Board Approved SPSA (no additional documentation required) – Action Item Number: Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off. 1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date. 2. Meeting announcement for meeting in which the SPSA modification was approved. 3. Minutes for meeting in which the SPSA modification was approved of the modification. 4. Sign-in sheet for meeting in which the SPSA modification was approved.

Rev. 6/13 v1 Page 6 of 6



# AMENDMENT ROUTING FORM 2013-2014

# PROFESSIONAL SERVICES CONTRACT AMENDMENT No. \_\_\_\_\_\_\_

	-										
					irection			6 11		and the D	and the Contract
Service	es beyond t	he origina	l contra	act cannot be provided u	ntil the a	mendment	has bee	en fully	approved	and the P	urchase Order
1.	Contracto	r and OU	SD cont	ract originator reach agr					Scope of \	Vork.	
				ber (i.e. if this is the firs							op of the
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3			nount h	as increased, the scope of	f work h	s changed	OUSD	contrac	t originat	or creates	new
٥.				al PO number reference		_					,,,,,,
4.	•		_	submits amendment packet			•	oval with	nin two we	eks of cre	ating the
	requisition		,	, , , , , , , , , , , , , , , , , , , ,							
When	•		nent is	approved Procurement w	vill add a	additional fo	unds to	the or	ginal Purc	hase Ord	er.
Attach	ment	Con	tract arr	nendment packet including	Board M	emo and Am	nendme	nt Form			
Check	list	<b>■</b> Ame	ended S	cope of work (Be specific a	as to wha	t additional v	work is t	being do	ne by this	consultant.	)
				proved copy of the original							
OUSD S	Staff Contact	Emails ab	out this c	contract should be sent to:	lequirea)	diane.w	arren@	ousd.k1	2.ca.us		
				Contrac	ctor Info	rmation					
	ctor Name		Clerkin	S	Agency	's Contact					
OUSD	Vendor ID #	100543	7		Title		Consul				
Street	Address	10700	Sheldon	Street	City	Oakland		Sta	ite CA	Zip	94605
Teleph	none	(510) 8	30-9703	3	Email	kmcclerkin	s@yaho	oo.com			
		Co	mpens	sation and Terms - Mu	st be wi	thin the O	USD B	illing G	uidelines	;	
Origina	al Contract A		\$ 19,0			I PO Numbe				1402720	
	ded Amount	mount	\$ 18,4			equisition #	_			0406325	
	otal Contrac	Amount							End Dat		2014
			\$37,4		Start D					00/30/2	:014
Pay R	ate Per Hour	(Required)	30	.00		r of Hours (R	lequired)		614.00		
	***				et Infor		Fai	de red Office	= hafava an	mulating can	windon
Per	ource #	Resource		d a contract using LEP funds, I	rg Key	itact the State	anu rec		ect Code		Amount
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9	3121	PEE		922	1231301			-			.00
		RESTOR								\$	
		JUSTI	CE						5825	\$	
				Approval and Routi	ng (in or	der of appro	oval ste	ps)			
Additio	nal services a	bove origina	al contrac	ct amount cannot be provided					nd the Purc	hase Order	amount has been
	sed by Procure										
				at this vendor does not app							
3	Site Administ	rator or Ma	nager	Name Barbara McCl	ung	F	Phone	2731539	9	Fax 27	731501
1.	Site / Departm	ent		922/Family, School ar	nd Comm	unity Partne	rships				-
3	Signature	20	eco	John &		Date Approved 70/30/13					
1	Resource Mai	nager, if us	ng funds	managed by: State and Feder	al Quality	y, Community, So	chool Deve	elopment .	Family, Scho	ols, and Comm	unity Partnerships
2.	Signature	11	-	1		Date Approved 10/30/17					
	Signature	Lu .	ille	Hauf		Di	ate Appro	oved	1 /		
3.	Regional or E	xecutive O	fficer	11/						1	
	Signature	X	en	- Xaux			ate Appro		19/8	6/62	
4.	Deputy Super	intendent	Instructi	ional Leadership / Deputy Su	perinten	dent Busines	s Opera	tions (			r □, Over □\$50,000
	Signature	Mari	-	Santes		Da	ate Appro	oved	11 - 3	27-1	3
5.	Superintende	nt or Board	d of Edu	cation Signature on the legal	contract						
Legal	Required if no	ot using star	ndard co	ntract Approved		De	enied - R	eason		Date	

PO Number

Date Received

Board Office Use: Legislative File Info. File ID Number: 3-2707

Introduction Date: 01/15/2014

**Enactment Number:** 

**Enactment Date:** 



# Memo

To:

Board of Education

From:

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

Board Meeting Date: 01/15/2014

Subject:

Professional Service Contract

Contractor:

Kyle McClerkins of Hayward, CA

Services for: 210-Edna Brewer

Board Action Requested Ratification by the Board of Education of a Professional Services Contract between the District and and Recommendation: Kyle McClerkins, Hayward, CA, for the latter to provide: 634.5 hours of service. As an OUSD Peer RJ Coordinator, the consultant will provide services at Edna Brewer Middle School-under the direction of the Program Manager for Restorative Justice and in coordination with the site administrators. The Peer RJ Coordinators will recruit, train and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school. The Consultant will serve in the capacity of Peer RJ Coordinator for the period of 08/13/2013 through 06/30/2014 in an amount not to exceed \$19,035,00

#### Background:

(A one paragraph explanation of why the consultant's services are needed.) The Oakland Fund for Children and Youth (OFCY) Grant, provided by the City of Oakland, funds the District to implement a peer restorative justice program for eight participating OUSD middle schools- Bret Harte, Claremont, Edna Brewer, Elmhurst Community Prep, Frick, James Madison, Montera, and Westlake Middle Schools. The OUSD Peer RJ program supports the District's goal of reducing racially disproportionate discipline (DMC) by building community and resolving conflicts between students which may otherwise result in fights and subsequent suspensions. Restorative Justice has efficacy as an alternative to suspension and is a key component of the District's comprehensive violence prevention plan for middle schools. Specific grant activities include hiring Peer RJ Coordinators to train and coach students to use communication and problem-solving skills to assist their peers in managing and resolving interpersonal conflict.

#### Discussion:

(QUANTIFY what is being purchased.)

634.5 hours of service. As an OUSD Peer RJ Coordinator, the consultant will provide services at Edna Brewer Middle School-under the direction of the Program Manager for Restorative Justice and in coordination with the site administrators. The Peer RJ Coordinators will recruit, train and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school. The Consultant will serve in the capacity of Peer RJ Coordinator

Board Office Use: Le	egislative File Info		
File ID Number	13-2783		
Introduction Date	3-26-14		
Enactment Number	14-0453		
Enactment Date	3-26-14 01		



Community Schools, Thriving Students

# Memo

To

**Board of Education** 

From

Gary Yee Ed.D., Superintendent

By: Maria Santos, Deputy SuperIntendent, Instruction, Leadership &

Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

Board	Meeting	<b>Date</b>

(To be completed by Procurement)

3-26-14

Subject

Professional Services Contract Amendment - 1

<u>Kyle McClerkins</u> Oakland CA (Contractor, City/State) - 922/Family, School and Community Partnerships (site/department)

#### **Action Requested**

Ratification by the Governing Board of the amendment to the professional services contract between the District and Kyle McClerkins

Services to be primarily provided to <u>922/Family, School and Community Partnershir</u> for the period of <u>08/13/2013</u> through <u>06/30/2014</u>, in an amount not to exceed \$ 18,420.00

Background
A one paragraph
explanation of why
an amendment is
needed.

The Oakland Fund for Children and Youth (OFCY) Grant, provided by the City of Oakland, funds the District to implement a poer restorative justice program for eight participating OUSD middle schools. Bret Harte, Claremont, Edna Brower, Elmhurst Community Prep, Frick, James Madison, Montern, and Westlake Middle Schools. The OUSD Peer RJ program supports the District's goal of reducing recally disproportionate discipline (DMC) by building community and resolving conflicts between students which may otherwise result in fights and subsequent suspensions. Restorative Justice has efficacy as an alternative to suspension and is a key component of the District's comprehensive violence prevention plan for middle schools. Specific grant activities include biring Peer RJ Coordinators to train and coach students to use communication and problem-solving skills to assest their peers in managing and resolving interpersonal conflict.

Discussion
One paragraph
summary of the
amended scope of
work.

Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between District and Kylo McClerkins, Oakland CA, for the latter to provide an additional 614 hours of service as an Peer Restorative Coordinator at Edua Brewer Middle School under the direction of the Program Manager and in coordination with the site administrators to recruit, train and oversee a representative group of students reflective of the recial, ethnic, and academic diversity of the school for the period of August 13, 2013 through June 30, 2014, in the amount of \$18,420.00, increasing the agreement from \$19,035.00 to a not to exceed amount of \$37,455.00

#### Recommendation

Ratification by the Governing Board of the amendment to the professional services contract between the District and Kyle McClerkins

Services to be primarily provided to 922/Family, School and Community Partnership for the period of 08/13/2013 through 06/30/2014, in an amount not to exceed \$ 18,420.00

3 10,42

Fiscal Impact

Funding resource name (please spell out) PEER RESTORATIVE JUSTICE not to exceed \$ 18,420.00

# **Attachments**

- Contract Amendment
- Copy of original contract

Board Office Use: Legislative File Info.

File ID Number 13-2753
Introduction Date 324-14
Enactment Number 14-0453
Enactment Date 3-26-14

Rev. 6/13 v1 New Req. No

R0406325

P.O No.

P1402720



# TO PROFESSIONAL SERVICES CONTRACT

expected t	pe of work has ch	scope of work has <u>changed</u> .  sanged: Provide brief description of services, materials, products, and/or sched OR, The CONTRACTOR ag	of revised scope of work incorreports; attach additional pr	ages as necessary.
If the	term has change	erm of the contract is <u>unchanged</u> ed: The contract term is extende ation date is	The term of the co	
		contract price is <u>unchanged</u> .	■ The contract price	e has <u>changed</u>
if the		as changed: The contract price	-	
		\$ 18,420.00 to origin		
		of \$to origin otal is Thirty Seven Four Hundred		d-llaw /\$07.455.00
and in fu	Il force and effect a	all other provisions of the Agreem as originally stated.		
and in fu	Il force and effect a nent History:	Il other provisions of the Agreem	ent, and prior Amendmen	it(s) if any, shall remain unchang
and in fu	Il force and effect a nent History:	all other provisions of the Agreem as originally stated.	ent, and prior Amendmen	it(s) if any, shall remain unchang
Amenda	Il force and effect a nent History: here are no previous	all other provisions of the Agreem as originally stated.	ent, and prior Amendmen  This contract has previous  Reason for Amendment	ly been amended as follows:
Amenda T No	Il force and effect and ment History: here are no previous Date	as originally stated.  s amendments to this Agreement  General Description of F	ent, and prior Amendmen  This contract has previous  Reason for Amendment	ly been amended as follows:  Amount of Increase (Decrease)
Amenda T No	Il force and effect and ment History: here are no previous Date	as originally stated.  s amendments to this Agreement  General Description of F	ent, and prior Amendmen  This contract has previous  Reason for Amendment	ly been amended as follows:  Amount of Increase (Decrease)  \$ 18,420.00

# **EXHIBIT "A" Scope of Work**

# DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between District and Kyle McClerkins, Oakland CA, for the latter to provide an additional 614 hours of service as an Peer Restorative Coordinator at Edna Brewer Middle School under the direction of the Program Manager and in coordination with the site administrators to recruit, train and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school for the period of August 13, 2013 through June 30, 2014, in the amount of \$18,420.00, increasing the agreement from \$19,035.00 to a not to exceed amount of \$37,455.00.

	SCOPE OF WORK	
Ку	McClerkins will provide a maximum of 614.00 hours of services at a rate of \$ 30.00 per hours	our for a
tota	not to exceed \$18,420.00 . Services are anticipated to begin on 08/13/2013 and end on 06/30/2014 .	
1.	Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be sabout what service(s) OUSD is purchasing and what this Contractor will do.	pecific
	The Consultant will provide direct on-site services for the Edna Brewer Middle School peer RJ program by collaborating with site staff to identify and re 5-10 peer RJ youth leaders (11-14 years old) that reflect the racial, ethnic, and academic diversity of the school. The Consultant will organize, create, and design training materials that teach conflict resolution, effective communication, problem solving, and restorative practices, and expect to share them will peer RJ coordinators. Peer RJ leaders will work in pairs to help peers involved in a dispute to resolve their differences and repair their relationship. The	d th other
	Consultant will coach the peer RJ leaders to conduct an average of 20-35 restorative circles to respond to harm or conflict and support the school site in creating a safe, healthy and supportive school environment	
2.	Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? many more Oakland children have access to, and use, the health services they need? Provide details of program part (Students will) and measurable outcomes (Participants will be able to), NOT THE GOALS OF THE SITE OR DEPART	Oakland (4) How incipation
	The Consultant will provide support to 40-70 youth who are expensioning berriers to learning due to conflict and connect them to restorative justice services. In previous years, almost 100% of the	isc students
	have graduated from high school. The Peer RJ program augments other efforts within OUSD to reduce trusing and foster academic achievement.	
	5-10 Youth RJ Leaders in the program will learn how to be a peer leader, practice affective communication skills, as press personal feekings and needs, between without taking aides, problem-solves,	improve
	school climate, and gazn expenence in cavic participation within their school community. These efforts support students in the program to be prepared for success in college and future caves	rs.
	Restorative Justice and Conflict Resolution education is part of the District's overall violence prevention strategy. This progress will increase the feeling of safety and support in participating schools in ressing attendance and graduation rates.	ols and aid
3.	Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract	t
•	(Check all that apply.)	
	Ensure a high quality instructional core  Prepare students for success in college and career	ers
	✓ Develop social, emotional and physical health  ✓ Safe, healthy and supportive schools  Create equitable opportunities for learning  Accountable for quality	
	☐ Create equitable opportunities for learning ☐ Accountable for quality ☐ High quality and effective instruction ☐ Full service community district	
	right quality and choose included in	

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# **Professional Services Contract** 4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds) ☐ 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. 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. Meeting announcement for meeting in which the SPSA modification was approved. 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.

Rev. 6/13 v1 Page 6 of 6 87 This Spectrum Polic, ansists of the Declarations, Coverage Forms, common Policy Conditions and any 97

other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock

insurance company of The Hartford Insurance Group shown below.

INSURER: SENTINEL INSURANCE COMPANY, LIMITED

ONE HARTFORD PLAZA, HARTFORD, CT 06155

COMPANY CODE: A

Policy Number: 57 SBM BA9787 DX

# SPECTRUM POLICY DECLARATIONS

KYLE A. MCCLERKINS Named Insured and Mailing Address:

(No., Street, Town, State, Zip Code)

195 SANTA CLARA AVE. #3

OAKLAND

CA 94610

08/30/14 YEAR **Policy Period:** From 08/30/13 To 1 12:01 a.m., Standard time at your mailing address shown above. Exception: 12 noon in New Hampshire.

Name of Agent/Broker: IRENE C HERMAN INSURANCE SVCS/PHS

Code: 556510

Previous Policy Number: 57 SBM BA9787

Named Insured is: INDIVIDUAL

Audit Period: NON-AUDITABLE

Type of Property Coverage: NONE

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

**TOTAL ANNUAL PREMIUM IS:** 

\$425

Countersigned by

Sugar &. Castarreda

**Authorized Representative** 

06/12/13 Date

Form SS 00 02 12 06 Process Date: 06/12/13 Page 001 (CONTINUED ON NEXT PAGE) Policy Expiration Date: 08/30/14

# SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 57 SBM BA9787

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001

Building: 001

195 SANTA CLARA AVE. #3

OAKLAND

CA 94610

# **Description of Business:**

Consultant - NOC

Deductible: NO COVERAGE

## BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

NO COVERAGE

**BUSINESS PERSONAL PROPERTY** 

REPLACEMENT COST

NO COVERAGE

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST

NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES OUTSIDE THE PREMISES

NO COVERAGE

Form SS 00 02 12 06 Process Date: 06/12/13 Page 002 (CONTINUED ON NEXT PAGE)
Policy Expiration Date: 08/30/14

# SPECTRUM POLICY DE-LARATIONS (Continued) POLICY NUMBER: 57 SBM BA9787

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



#### **HUMAN RESOURCES SERVICES & SUPPORT**

2013-09-25

**OUSD USE ONLY** 

Kyle McClerkins 23767 Maud Ave Hayward, CA 94541 ATTN: Kyle McClerkins

RE: Authorization to proceed with consultant contract processing

Dear Kyle McClerkins,

This letter is to inform you that you have successfully completed the HRSS pre-consultant review process.

This authorization to proceed shall expire at the conclusion of the **2013-2014** school year. Please note that the District may not proceed with the processing of your consultant contract unless and until you present an original copy of this letter to the administrator requesting your services.

Thank you for your commitment to help support and enhance the educational experience of Oakland students.

Sincerely,

Angelica Ochoa Site Team Assistant

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

Search Term : Kyle\* Record Status: Active

No Search Results

September 12, 2013 4 56 PM Page 11 of 1

Board Office Use: Legislative File Info.

File ID Number: 13-2707

Introduction Date: 01/15/2014

Enactment Number: 14-0029

Enactment Date: 1-15-14-1



Fiscal Impact:

Funding resources below not to exceed \$19,035.00

\$8,935.00 T IV 21ST CENTURY COM LEARNING

\$10,105.00 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)



# Community Schools, **Thriving Students**

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Board of Education

**Bodies** 

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Details

Reports

File #:

13-2707 Version: 3 \*

Name:

Professional Services Contract - Kyle

McClerkins - Edna Brewer Middle School

Type:

Agreement or Contract

Status:

File created:

11/18/2013

In control:

Teaching and Learning Committee

On agenda:

1/15/2014

Final action:

1/15/2014

**Enactment date:** 

1/15/2014

Enactment #:

14-0029

Adoption by the Board of Education of a Professional Services Contract between the District and Kyle McClerkins, Hayward, CA, for the latter to provide direct on-site services for a peer Restorative Justice (RJ) Program by collaborating with site staff to identify and recruit 5-10 peer mediators (11-14 years old) that

reflect the racial, ethnic, and academic diversity of the school; organize, create, and design training materials that teach conflict resolution, effective communications, problem solving, and restorative

practices, and share same with other Peer RJ coordinators; assist peer RJ leaders to work in pairs to help peers involved in a dispute to resolve differences and repair relationships; coach the peer RJ leaders to conduct an average of 20-35 restorative circles to respond to harm or conflict and support the school site in creating a safe, healthy and supportive school environment at Edna Brewer Middle School, for the period of

August 13, 2013 through June 30, 2014, at a c...

Attachments:

1. 13-2707 Professional Services Contract - Kyle McClerkins - Edna Brewer Middle School

Contact:

Title:

sam.pasarow@ousd.k12.ca.us

History (1)

Text

1 record	Group	Export					
Date	Ver.	Action By	Action	Result	Action Details	Meeting Details	Video
1/15/2014	3	Board of Education	Adopted on the General Consent Report	Pass	Action details	Meeting details	Not available

Board Office Use: Legislative File Info File ID Number: 13-2707 Introduction Date: 01/15/2014 **Enactment Number: Enactment Date:** 



# Memo

To:

Board of Education

From:

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

Board Meeting Date: 01/15/2014

Subject:

Professional Service Contract

Contractor:

Kyle McClerkins of Hayward, CA

Services for: 210-Edna Brewer

Board Action Requested Ratification by the Board of Education of a Professional Services Contract between the District and and Recommendation: Kyle McClerkins, Hayward, CA, for the latter to provide: 634.5 hours of service. As an OUSD Peer RJ Coordinator, the consultant will provide services at Edna Brewer Middle School-under the direction of the Program Manager for Restorative Justice and in coordination with the site administrators. The Peer RJ Coordinators will recruit, train and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school. The Consultant will serve in the capacity of Peer RJ Coordinator for the period of 08/13/2013 through 06/30/2014 in an amount not to exceed \$19,035 00

# Background:

(A one paragraph explanation of why the consultant's services are needed.) The Oakland Fund for Children and Youth (OFCY) Grant, provided by the City of Oakland, funds the District to implement a peer restorative justice program for eight participating OUSD middle schools- Bret Harte, Claremont, Edna Brewer, Elmhurst Community Prep, Frick, James Madison, Montera, and Westlake Middle Schools. The OUSD Peer RJ program supports the District's goal of reducing racially disproportionate discipline (DMC) by building community and resolving conflicts between students which may otherwise result in fights and subsequent suspensions. Restorative Justice has efficacy as an alternative to suspension and is a key component of the District's comprehensive violence prevention plan for middle schools. Specific grant activities include hiring Peer RJ Coordinators to train and coach students to use communication and problem-solving skills to assist their peers in managing and resolving interpersonal conflict.

#### Discussion:

(QUANTIFY what is being purchased.)

634.5 hours of service. As an OUSD Peer RJ Coordinator, the consultant will provide services at Edna Brewer Middle School-under the direction of the Program Manager for Restorative Justice and in coordination with the site administrators. The Peer RJ Coordinators will recruit, train and oversee a representative group of students. reflective of the racial, ethnic, and academic diversity of the school. The Consultant will serve in the capacity of Peer RJ Coordinator

Board Office Use: Legislative File Info.						
File ID Number:	13-2707					
Introduction Date:	01/15/2014					
Enactment Number:	14-0029,					
Enactment Date:	1-15-144					



Fiscal Impact:

Funding resources below not to exceed \$19,035.00

\$8,935.00 T IV 21ST CENTURY COM LEARNING

\$10,105.00 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)

Board Office Use: Leg	islative File Info.
File ID Number	13-2707
Introduction Date	01/15/2014
Enactment Number	17-0029,
Enactment Date	1-15-1401



	PROFESSIONAL SERVICES CONTRACT 2013-2014
This	Agreement is entered into between Kyle McClerkins
(CC) the spe	NTRACTOR) 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 petent 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 on, or the day immediately following approval by the Superintendent
	if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400.00 in the current fiscal year; or, approval
	by the Board of Education if the total contract(s) exceed\$83,400 00 , whichever is later. The work shall be completed no later than06/30/2014
3.	Compensation OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The
	compensation under this Contract shall not exceed Nineteen Thousand Thirty Five
	Dollars (\$19,035.00) [per fiscal year], at an hourly billing rate not to exceed\$30.00per 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.
4	Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this NONE
	Agreement except: \$0.00
	which shall not exceed a total cost or
5.	
	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:
	v 3/11/13 Requisition No. R0403240 P.O. No P1402720

#### **Professional Services Contract OUSD Representative:** CONTRACTOR: SAMSON PASAROW Kyle McClerkins Name: 210-Edna Brewer Owner Title: Site /Dept. Address 23767 Maud Ave 3748 13th Avenue Address Oakland, CA 94610 Hayward, CA 94541 510-830-9703 510-531-6600 Phone: 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. 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

# obtained 9. Insurance

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

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

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.
- IX 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.
- 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.
- 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.

	R0403240			P1402720
Requisition No		PO	No	

#### **Professional Services Contract**

- 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:
  - 1 Tuberculosis Screening CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
  - 2. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for al 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.

		R0403240	P1402720
eRev 3/11/13	Page 3 of 6	Requisition No	PO No

#### **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.

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		CONTRACTOR	
MARIA SANTOS	10/24/2013	Kyle McClerkins	10/24/2013
President, Board of Education	Date	Contractor eSignature	Date
■ Superintendent or Designee			
CR D YW	1-16-14	Kyle McClerkins	s, Owner
Secretary Board of Education	Date	Print Name, Title	
File ID Number: 13-2707 Introduction Date: 1-15-14	-		
Enactment Number: 14-0024	1		
Enactment Date: 1-15-14L			
By:			

Requisition No P1402720



# **AMENDMENT ROUTING FORM**

2013-2014

# PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1

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Tele	phone	(510) 8	30-9703	3	Email	kmcclerkin	s@yahoo.co	m		-
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1.	Site / Departm	ent		922/Family, School an		unity Partner				
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4.	Signature	Mari	•	Santes			ate Approved	11-	27-17	3
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Lega	Required if n					De	enied - Reason		Date	

PO Number

Date Received

Procurement

#### **Professional Services Contract**

# **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.]

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

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

R0403240 P1402720

#### Professional Services Contract

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

3.		ment with District Strategic Plan: Indicate the gall that apply.)	oals and visions supported by the services of this contract							
	☐ En	sure a high quality instructional core	Prepare students for success in college and careers							
	x De	velop social, emotional and physical health	Safe, healthy and supportive schools							
	☐ Cre	eate equitable opportunities for learning	☐ Accountable for quality							
	☐ Hig	h quality and effective instruction	☐ Full service community district							
		Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):								
	Action Item included in Board Approved CSSSP: (no additional documentation required)									
	_	Item Number(s): 210SQ12A4522								
		ction Item added as modification to Board Apparager either electronically via email of scanned docu	roved CSSSP Submit the following documents to the Resource ments, fax or drop off.							
	1.	Relevant page of CSSSP with action item highlight date, school site name, both principal and school s	ed. Page must include header with the word "Modified", modification te council chair initials and date.							
	2.	Meeting announcement for meeting in which the Ca	SSSP modification was approved.							
	3.	Minutes for meeting in which the CSSSP modificati	on was approved indicating approval of the modification.							
	4.	Sign-in sheet for meeting in which the CSSSP mod								
		-								



ContractsOnline: Contract Waiver Summary

Site Number-Name: 210-Edna Brewer

Principal / Department Head: SAMSON PASAROW

Contractor Name: Kyle McClerkins

Business Name: Kyle McClerkins

Contract Type: Standard

Anticipated Start Date: 08/13/2013

Contract End Date: 06/30/2014

Rate Type: HOURLY

Contract Amount: \$19,035.00

# **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:

# Kyle A. McClerkins

10700 Sheldon Street, Oakland 94605 (510) 30-9703

Objective: Pursuing a career coordinating youth and young adult programs

#### **Education:**

(2005-2007) Granted an Associates Degree in Liberal Arts and Social Sciences from College of Alameda, Alameda, California (1996-1999) Tuskegee University, Tuskegee, Alabama Mechanical Engineering major

## Employment History:

# Education Consultant/ Oakland, CA (2011-)

\*Program Coordinator

- -Conflict Resolution Coordinator- training 6th-8th grade students with peer mediation
- -Restorative Justice Facilitator (utilizing the following formats student re-entry, harm circle, community building)
- -Anti-Drama Intervention Coordinator and Facilitator addressing the culture and identity piece, bully prevention, empathy, communication with others, building and nurturing positive relationships, collaboration with community partners and community service projects.
  - -Purpose, Pride, and Possibility Group-males of color 6th-8th grade
- -TUPE Coordinator-Tobacco Use Prevention Educator: Facilitating peer to peer discussions on illegal substances Educating youth to practice positive school climate initiatives

#### Brothers on the Rise / Oakland CA (2009-2011)

#### Conflict Resolution Manager, Lead Counselor, Academic Mentor, and Youth Mentor

- \*Staff Development
- \*Peer mediation -training 4th-10th graders. How to resolve conflicts without violence. (Second Step). Group Circles
- \*Homework club- assisting middle school students in raising their grades and improving their success in school
- \*Leadership Development, Problem solving skills. Responsible manhood training
- \*Anti-Drama Group: LGBTQ Ally and Anti-Bullying
- \*Workforce development for CIT's summer employment, manhood and leadership training peer mediation, college preparation for youth

#### Self Employed, (Summer of '09)

### Daddy Duty Day Camp / Oakland, CA

- \* Academic counselor grades K-6
- \*Daily curriculum for campers
- \*Positive role model
- \*Guided decision making
- \*Organized daily fieldtrips
- \*Monitoring youth in large group settings

# Community Service:

# Village Connect Father Group / Oakland, CA

\*Volunteer Facilitator (2010-present)

# Dads Club @ COVA School / Oakland, CA

\*Event Coordinator (2010-2011)

# Cal Ripken Little League Baseball Coach / Oakland, CA Volunteer Mentor (2006-2008)

- \*Fundamental Base Coach
- \* Assistant Coach

## Uncle Willie's Original BBQ / Oakland, CA Volunteer (2005-present)

- \*Oakland Art and Soul Festival
- \*Kaiser Permanente Health Fair
- \*Food prep, cook and clean
- \* Maintenance

# Acorn Apartments / West Oakland, CA

Volunteer Mentor (2004 - 2006)

- \*Youth Counselor for youth involved in the system
- \*Assist youth with resolving problems without resorting to street violence
- \*Supervised group activities including peer mentorship, tutoring, and planned community activities
- \*Reading, math tutor, and follow-up with parents and teachers

## Laney Community College / Oakland, CA Mathematics Tutor (1997)

- \*Tutored students with learning disabilities
- \*Mentor to students with documented learning disabilities and social inadequacies

#### Information Technology:

MacBook Pro, imovie mac, Oracle Financials, Auto CAD, Access, MS Office 2007 (including Word, Excel, Microsoft Outlook, Consult Works), Audix, Avaya phones, Lucent phones, UDI scanners.

Adobe Acrobat, Touchcom, Blackberry, MAC (Managed Account Consulting)

#### Language:

Basic Spanish

References available upon request

KYLEAMC-01

CKAO

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/16/2013

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(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

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Kyle A. McCl					PHONE (A15) 447-4212 [AC, No. Ext): (415) 447-4212					(415) 447-4181	
Kyle A. McCl					E-MAIL	De ENTITUE		[200, 40]		,,	
					ADDRESS: INSURER(S) AFFORDING COVERAGE					NAIC #	
	URED					INSURER A : The Hartford Insurance Company					
	Kyle A. McClerkins				INSURER B .						
Kyle A. McClerkins Kyle McClerkins 195 Santa Clara Ave. #3 Oakland, CA 94610					INSURE				-		
					INSURER D :					1	
					INSURER E :						
Oakiana, CA	94010										
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# CERTIFICATE OF LIABILITY INSURANCE

10/16/2013

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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	CONTACT NAME:						
Irene C. Herman Ins. Services 422 Presidio Ave San Francisco, CA 94115	PHONE (A/C, No, Ext): (415) 447-4212 FAX (A/C, No): (415) 447-41 ADDRESS:						
	INSURER(S) AFFORDING COVERAGE	NAIC#					
	INSURER A: The Hartford Insurance Company						
INSURED	INSURER B:						
Kyle A. McClerkins	INSURER C :						
Kyle McClerkins 195 Santa Clara Ave. #3	INSURER D :						
Oakland, CA 94610	INSURER E :						
	INSURER F:						

COVERAGES	CERTIFICATE NUMBER:	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	INSR WVD		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
	GENERAL LIABILITY					EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000
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	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	S	10,000
						PERSONAL & ADV INJURY	\$	1,000,000
						GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$	2,000,000
	X POLICY PRO- JECT LOC						\$	
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	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	
	ADDITION OF OPERATIONS / LOCATIONS / LETTON							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Oakland Unified School District is named as additional insured with respect to the General Liability of the insured as per written contract.

CEF	RTIF	ICAT	E HO	LDER

CANCELLATION

Oakland Unified School District Att: Contracts Administrator 900 High St. 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.

AUTHORIZED REPRESENTATIVE

Ci



# **AMENDMENT** ROUTING FORM

2013-2014

# PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 2

#### **Directions**

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order amount has been increased by Procurement.

- 1. Contractor and OUSD contract originator reach agreement on modification to original Scope of Work.
- 2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- 3. If contract total amount has increased, the scope of work has changed. OUSD contract originator creates new requisition with the original PO number referenced in the item description.
- 4. OUSD contract originator submits amendment packet to Procurement for approval within two weeks of creating the requisition.

When 1	the contrac	t amendment	is approved	Procurement	will add	additional	funds	to 1	the <u>original</u>	Purchase	Orde	r
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Attachment	Contract amendment packet including Board Memo and Amendment Form	
Checklist	■Amended Scope of work (Be specific as to what additional work is being done by this consultant.)	
	■A Board Approved copy of the original contract and any prior Amendments.	
<b>OUSD Staff Contact</b>	Emails about this contract should be sent to: (Required)	

		Contractor Info	ormation				
Contractor Name	Kyle McClerkins	Agency	's Contact				
OUSD Vendor ID#	1005437	Title		Consultant			
Street Address	10700 Sheldon Street	City	Oakland	State	CA	Zip	94605
Telephone	(510) 830-9703	Email	kmcclerkin	s@vahoo.com			

Co	mpensation and Terms -	- Must be within	the OUSD Bill	ing Guidelines	
Original Contract Amount	\$ 37,455.00	Original PO	Number	P14	02720
Amended Amount	\$ 4,320.00	New Requis	New Requisition #		09512
New Total Contract Amount	\$41,775.00	Start Date	08/13/2013	End Date	06/30/2014
Pay Rate Per Hour (Required)	30.00	Number of H	HOURS (Required)	144.00	

#### **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
9121	PEER	9221231301	5825	\$ 4,320.00
	RESTORATIVE		5825	\$
	JUSTICE		5825	\$

# Approval and Routing (in order of approval steps)

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

incre	ased by Pro	curement.								
	OUSD Adı	ministrator verifies that th	is vendo	or does not appe	ar on the Exclude	ed Parties	List (https://www.ep	ls.gov/	epls/search.do)	
1.	Site Admi	nistrator or Manager	Name	Barbara McClu	ng	Phone	2731539	Fax	2731501	
	Site / Depa	Site / Department 922/Family, School and Community Pa				tnerships				
	Signature	12000	0	7		Date App	roved 1/22	/14		
2.	Resource	Resource Manager, if using funds managed by. Detate and Federal Quality, Community, School Development Family, Schools, and Community Partnerships								
	Signature / Cutters				Date Approved // ) 3-// 9					
	Signature					Date Approved				
3.	Regional	Regional or Executive Officer								
0.	Signature	- Ciulu	7	Dely	5	Date Appr	roved 4/2/	14		
4.	Deputy Su	perintendent Instructiona	Leader	ship / Deputy Sup	perintendent Busi	ness Opera	ations Consultant Agg	regate U	nder □, Over □\$50,000	
٦.	Signature Maria Vantos					Date Appr	roved 4-8-1	4/		
5.										
Legal Required if not using standard contract								e		
Procurement Date Received						PO Numb	per PA1	つ27	20	