

STAFF REPORT

SUBJECT: Approval of Contracted Services Agreement with the Dispute Resolution Center

DATE: October 22, 2012

FACTS: In accordance with the Safe and Supportive School Grant (S3) and to address the student concerns identified on the Michigan Profile for Healthy Youth (MiPHY) survey, a peer mediation program will be put in place to teach students ways to handle their conflicts non-violently. This is meant to be a first step toward implementing a comprehensive, school-wide restorative justice program over the course of the S3 grant. In-school intervention (ISI) is another strategy we plan to employ as a restorative practice, keeping students within the learning community and giving them opportunities to maintain positive relationships with peers, staff, and the school as a whole.

RECOMMENDED ACTION:

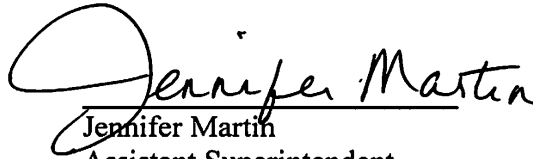
Motion by _____ Supported by _____

THAT the Ypsilanti Board of Education approves the contracted services agreement with the Dispute Resolution Center from September 1, 2012 through August 31, 2013 in the amount of \$20,000.

And also that administration is authorized to execute necessary documents relating to execution of the contract on behalf of the Board of Education.

APPROVED FOR PRESENTATION TO THE BOARD OF EDUCATION:

October 22, 2012


Jennifer Martin
Assistant Superintendent

**Ypsilanti Public School District
Contracted Services Agreement**

This agreement is made this 10 day of September, 2012 by and between Ypsilanti Public School District, hereinafter referred to as YPSD, and The Dispute Resolution Center. hereinafter referred to as Contractor.

It is the intention of the parties hereto to enter into an Agreement defining the nature and extent of the duties to be performed by the Contractor, the place where the services are to be performed and the time limitation on the performance of the duties.

SECTION I – Scope of Services

Now, therefore, in consideration of payment to the Contractor of the sums specified in Section II, the Contractor does hereby agree as follows:

1. The Contractor shall commence performance of the duties in Section I, Number 2 no earlier than **September 1, 2012**. Once this contract is implemented, the ending date for providing services shall be **August 31, 2013**.
2. The Contractor agrees to perform the following duties and any necessary tasks incident to full performance of the described duties:

1 The DRC staff conflict resolution services coordinator at 25 hours per week.

Purpose: to provide oversight, program coordination, troubleshoot, and manage the activities of the Conflict Resolution Room, including peer mediation and restorative justice.

2 Two trainers for Peer Mediation Training

Purpose: to provide 12 hours of student peer mediation for up to 30 students and staff advisors

3 Staff Orientation

Purpose: to provide a one-hour overview of conflict resolution services; introduce The DRC staff coordinator; assess their interests and concerns regarding the services

4 Recruit/Coordinate/Manage Peer Mediators

Purpose: assist in the recruitment of students for the peer mediation program adhering to the agreed upon selection criteria; after training coordinating and implementing the mediation schedule; managing the peer mediators ensuring that academic responsibilities are maintained, in addition to the marketing and education activities of the program; hold regular meetings with peer mediators for continuing education and skill development

5 Consult with School Staff

Purpose: to provide consultation with staff, as appropriate, to assess conflict issue and access conflict resolution services; assess and trouble-shoot problems; resolve services issues as they arise

6 Supplies/Materials/Refreshments for Training

Purpose: to provide training handbook; training material; and healthy refreshments for student and staff trainees

7 Design and Manage Conflict Resolution Room

Purpose: to prepare and maintain a safe and assessible environment to implement conflict resolution services; consult with staff, as needed; to meet with student mediators

8 Data Collection

Purpose: to collect data regarding the type of dispute, student demographics, referral source, and resolution rates; administer intake activities; administer post-mediation activities; administer pre- and post-program staff assessment regarding conflict at the school

9 Marketing and Promotion of Program

Purpose: to increase knowledge of the Conflict Resolution Services; engage peer mediators; increase the peer mediators prospective and accountability of the program; promote the use of the services among school community members; provide incentives to student mediators and staff advisors

10 Conflict Resolution Training for Staff

Purpose: to educate all school staff of basic information of conflict resolution; to increase subject matter knowledge within school community; to increase probability that school community members will use services, speak similar language, and have similar expectations of how conflict will be addressed

11 Restorative Justice Services

Purpose: as part of the services of the Conflict Resolution Room and in conjunction with the S3 Team, DRC staff will assess each case and determine if it is best addressed by peer mediation or RJ; RJ services will include circles and conferences and is dependant upon the nature of the matter; the DRC staff will provide the circle and conference services with the support of additional DRC staff and/or volunteers

12 RJ Data Collection

Purpose: to data and outcomes of RJ services utilizing written surveys; interviews and focus groups; identity dispute types; number of impacted individuals; frequency of use; days of suspension saved; and anecdotal data to assess social change

3. The Contractor shall provide, at the request of YPSD, periodic progress reports detailing the tasks accomplished and providing a status of tasks remaining to be accomplished to complete full performance of the Contractor's duties as described.
4. Prior to any work being completed on YPSD grounds, the Contractor will be required to provide proof of criminal background check for all individuals working on-site or directly with students on behalf of the Contractor. A list of all such employees must be provided to YPSD by the Contractor as Attachment A.

SECTION II - Compensation

YPSD does hereby agree as follows:

1. The maximum consideration for the Contractor's services as described in Section I shall be **\$20,000** including all related expenses, including travel expenses outlined in Section III.
2. The Contractor shall submit a detailed service plan, including dates, for payment of the contract price. This plan will serve as an invoice requesting payment by December 31, 2012.
3. The Contract is retained by YPSD only for the purposes and to the extent sent forth in this Agreement, and the Contractor's relationship to YPSD shall, during the life of this Agreement, be that of an independent contractor. As such, YPSD agrees that the Contractor shall be free to dispose of such portion of his/her entire time, energy, and skill during regular business hours that s/he is not obligated to devote to YPSD in such manner as the Contractor sees fit. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by YPSD pertaining to or in the connection with any fringe, pension, bonus or similar benefits for YPSD's regular employees. YPSD will not withhold or pay any sums, state, federal or local taxes, FICA, Michigan School Employees Retirement, MESC insurance, or worker's compensation insurance, unless required by law. The Contractor agrees to hold YPSD harmless for the payment of such sum, interest, penalties or costs in the collection of same. Nothing in this agreement shall be construed to interfere with or otherwise affect rendering of services by the Contractor in accordance with its professional judgment.
4. The contractor has not been debarred, excluded or disqualified under the nonprocurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits.
5. YPSD acknowledges that the Contractor has no responsibility for the supervision of any YPSD personnel in carrying out his/her contractual functions, and any recommendations made by the Contractor will require independent judgment of YPSD prior to being effectuated.
6. YPSD agrees that the Contractor shall have access to YPSD premises at such time as is necessary for the Contractor to perform the above described tasks. However, YPSD may require at least a one week's prior notice relating to the use of certain facilities.
7. YPSD agrees to promptly pay the invoices submitted by the Contractor upon verification of the rendering of the services and within 30 calendar days from receipt in the YPSD's Business Office.

8. YPSD agrees to report to the Internal Revenue Service and all other appropriate agencies all amounts paid for services of the Agreement in conjunction with the legal requirements.

SECTION III – Other Considerations

1. All expenses for travel and mileage as a result of rendering the services identified in Section I are the responsibility of the Contractor. However, YPSD may ask the Contractor to incur travel expenses not foreseen prior to the execution of this contract. If this occurs, YPSD pre-approved travel costs associated with this Contract will be paid by YPSD at a rate to be determined by YPSD. Such travel expenses must be submitted under the guidelines established by YPSD, including expense submission dates and inclusion of detailed receipts.
2. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties at any time during the life of this Agreement.
3. The work done by the Contractor shall be to the entire satisfaction of YPSD. Should the Contractor unsatisfactorily perform the duties, YPSD may cancel the Agreement and the Contractor shall have no claim for any of the balance of the contract price remaining to be paid at date of termination other than amounts related to services provided prior to termination.
4. Either party may terminate this Agreement by giving the other 30 days advance written notice.

SECTION IV – Insurance Coverage

In the event that the Contractor uses motor vehicles in the course of performing the services above described, the Contractor shall provide to YPSD proof of public liability insurance and property damage insurance in such sums as shall be deemed appropriate by YPSD.

The Contractor shall maintain at his/her expense during the term of this Contract, the following insurance:

- 1.) Workers' Compensation Insurance with Michigan statutory limits of Employers' Liability Insurance with a minimum limit of \$500,000 each accident;
- 2.) Comprehensive General Liability Insurance with a combined single limit of \$1,000,000 each occurrence, \$1,000,000 aggregate, for bodily injury and property damage. The policy shall include blanket contractual and liability and personal injury coverage.

The Contractor understands that YPSD's liability insurance policies may not afford any coverage for any work associated with this contract. Therefore, the Contractor agrees to hold YPSD harmless 1) for any sum related to the cost of liability insurance, 2) from any and all liabilities, claims, liens, demands and costs, of whatsoever kind and nature, and 3) from any associated attorney fees, arising out of the performance of the work described in Section I. The Contractor shall obtain and provide proof of public liability insurance in such sums as shall be deemed appropriate by YPSD unless specific written exemption is provided by the Superintendent or designee. Neither party shall be responsible for any action or inaction of the other party or its officers, agents, or employees, nor for insurance costs or legal fees, related thereto.

SIGNATURES

The Contractor acknowledges by his/her signature that he/she has read the Agreement and understands same and agrees this contract constitutes the total agreement between the parties and that anything not included in this contract is expressly excluded.

Agreed to on _____, 2012

Ypsilanti Public School District

DATE _____

The Dispute Resolution Center

DATE _____

DATE _____

DATE _____