Board Office Use: Le	gislative File Info.
File ID Number	14-0104
Introduction Date	2-26-14
Enactment Number	14-0265
Enactment Date	2-26-1401



Community Schools, Thriving Students

Memo

-
-

Board of Education

Gary Yee Ed.D., Superintendent

From

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

Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by
Procurement)

2-	2	6	1	4	8	
				7		_

Subject	Professional Serv Eric Clayton		menament Dakland		(Contractor, City/State) -	
		kland Technical	High School		(site/department)	
Action Requested	Ratification by th	-			nent to the professional servic	es
					Taskeisal High Cahaal 6	
	Services to be pr	marily provide	d to	Oakland	rechnical High School	or
					4, in an amount not to exc	

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

Oakland Technical High School's California Healthy Kids data indicate the need for substance use/abuse prevention and intervention services for students; the Safe and Supportive Schools grant supports services that respond to the needs indicated by the surveys of the site's students, staff, and parents.

Discussion
One paragraph
summary of the
amended scope of
work.

The amendment provides an additional 612 hours of Brief Intervention for Substance Abuse techniques with students, facilitation of individual and group counseling sessions, development and maintenance of a student tracking system, support of the implementation of a substance abuse program at Oakland Technical High School, and participation in biweekly Coordination of Services Team meetings.

Recommendation

Ratification by the Governing Board of the amendment to the professional services contract between the District and Eric Clayton.

Services to be primarily provided to Qakland Technical High School for the period of 8/5/2013 through Q5/09/2014, in an amount not to exceed \$17,136.00

Fiscal Impact

Funding resource name (please spell out) S3 Safe & Supportive Schools not to exceed \$17,136.00

Attachments

- Contract Amendment
- · Copy of original contract

Board Office Use: Leg	islative File Info.
File ID Number	14-0104
Introduction Date	2-24-14
Enactment Number	14-0265 .
Enactment Date	2-26-146/



Community Schools, Thriving Students

AMENDMENT NO. ______ TO PROFESSIONAL SERVICES CONTRACT

and	This Eric Clayt	s Amendment is entered into between the Oa on (CONTRACTOR). OUSD en August 5, 2013, and th	tered into an Agreei	ment with CON	ITRACTOR for services on
expected t	pe of work ha	The scope of work has <u>changed</u> . as changed: Provide brief description of rechast services, materials, products, and/or re	ports; attach addition	k including a n	measurable description of ecessary.
The amendmen	t provides an a	k attached. OR, The CONTRACTOR agree dditional 612 hours of Brief Intervention for S g sessions, development and maintenance of Oakland Technical High School, and particip	ubstance Abuse tec	hniques with st	udents, facilitation of the implementation of
If the	term has ch	The term of the contract is <u>unchanged</u> . anged: The contract term is extended be expiration date is05/09/2014			
		The contract price is <u>unchanged</u> .		price has char	nged.
If the		on has changed: The contract price is	•		
		se of \$ 17,136.00 to original of the total			
and 4		act total is Thirty coven thousand, the		1 dellars /f	27.252.00
		 All other provisions of the Agreement fect as originally stated. 	, and prior Amend	ment(s) if any	y, shall remain unchang
5. Amendn	ent History:				
■ T	nere are no pre	vious amendments to this Agreement. Th	is contract has prev	iously been am	nended as follows:
No.	Date	General Description of Reas	son for Amendment		Amount of Increase (Decrease)
					\$
					\$
					\$
OAKLAND Presiden	by the State A	1-22-14 Cation Date	ONTRACTOR ONTRACTOR Ontractor Signature	etor until it is a perintendent	as their designee.
A	30	2/27/19 P	rint Name, Title	144100	1
Gary Yee,	Ed.D. Board of Edu	Date			

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

The amendment provides an additional 612 hours of Brief Intervention for Substance Abuse techniques with students, facilitation of individual and group counseling sessions, development and maintenance of a student tracking system, support of the implementation of a substance abuse program at Oakland Technical High School, and participation in biweekly Coordination of Services Team meetings.

Coope or Mon

	SCOPE	OF WORK		
Er	Eric Clayton will provide a maxim	um of 612.00 hour	s of services at a rate of \$28.00	_ per hour for a
tot	otal not to exceed \$17,136.00 . Services are anticipated to be	gin on 8/5/2013	and end on 05/09/2014	
1.	 Description of Services to be Provided: Provide about what service(s) OUSD is purchasing and what this Con 		ervice(s) the contractor will provid	e. Be specific
	Contractor will provide 612 hours (30 hours per week) Interviewing evidence-based practice) for Oakland Tec substances on school site or during school hours to recuse/abuse and as an alternative to suspension.	nnical High School	students who are identified as	using
2.	Specific Outcomes: What are the expected outcomes result of the service(s): 1) How many more Oakland child children are attending school 95% or more? 3) How many m many more Oakland children have access to, and use, the (Students will) and measurable outcomes (Participants will)	en are graduating from the students have me the health services they	rom high school? 2) How many eaningful internships and/or payin need? Provide details of progra	more Oakland g jobs? 4) How am participation
	The expected outcomes specified from this contract, ide grant, is for the Basic Interviewing Specialist to serve 10 students to consider the effects of substance use/abuse support reduction and cessation of substance use and cessation of substance use is that the perception of Oa the CHKS survey.	00 students per yea and participate in abuse. The outcom	or with the Basic Interviews to a psychoeducational and suppo e expected of the reduction ar	motivate rt groups to id/or
3.	 Alignment with District Strategic Plan: Indicate the (Check all that apply.) 	e goals and visions s	supported by the services of this of	ontract:
	Ensure a high quality instructional core		students for success in college an	d careers
	Develop social, emotional and physical health		althy and supportive schools	
	Create equitable opportunities for learning		ble for quality	
	High quality and effective instruction	✓ Full servi	ce community district	

Rev. 6/13 v1 Page 5 of 6

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

Rev. 6/13 v1 Page 6 of 6



Community Schools, Thriving Students

AMENDMENT ROUTING FORM

2013-2014

		PR	OFES	SIONAL SERVIC	ES Co	NTRAC	T AN	MEN	DMENT	N	01	
V		T. Par		The same of the same	Direction	ns		7 710		10 沙漠	Salar Salar	
Servi	es bevond	the origina	al contra	act cannot be provided u			nt has b	een fu	lly approve	d an	d the Purchase (Order
				amount has been	increase	ed by Pro	cureme	nt.				
1,				ract originator reach ag								
2	. Insert th	ne amendm	ent num	ber (i.e. if this is the fir	st amena	dment ent	er "1," s	econd e	enter "2," e	tc.) c	it the top of the	
	amendme											
3				as increased, the scope of					ract origin	ator o	creates new	
				al PO number reference								
4			ginator :	submits amendment pack	cet to Pro	ocurement	for app	proval v	vithin two v	veeks	of creating the	
. 4	requisition					1.11.11			1.1.1.1.0.		0.1	
When	the contro	ict amendr	nent is	approved Procurement	will add	additiona	tunds	to the	original Pu	rcna	se Order.	
	hment			endment packet including								
Chec	klist			cope of work (Be specific						s con	sultant.)	
חפווה	Staff Contac	Emails ab	oard App	proved copy of the original ontract should be sent to: (I	contract				d.k12.ca.us			
0000	Stall College	C Zinens ab	out this c					ywousi	J.K12.Ca.US			-
				Contra	ctor Infe	ormation						
	actor Name	Eric Cla				y's Contac		Clayton				
	Vendor ID				Title	T=	Own		01 1 104		1 7: 04044	
-	Address	_	olton Blv		City	Oakland			State CA		Zip 94611	
Telep	hone	[(510) 8	67-0917		Email	coachcla	ayton33(@yahoo	o.com			
		Co	mpens	ation and Terms - Mu	st be w	ithin the	OUSD	Billing	Guideline	es		
Origin	al Contract		\$ 20,2			al PO Num				_	01216	
	ded Amount		\$ 17,13		-	Requisition	-	-			09206	
					-				15.15			
	Fotal Contrac		\$ 37,35		Start Date 8/5/2013				End Date		05/09/2014	
Pay F	ate Per Hou	(Required)	28.	00	Numbe	er of Hours	(Required)	}	612.00			
	If you are	planning to r	nulti-fund	Budg a contract using LEP funds,	get Infor		ate and F	ederal C	Office before o	omple	eting requisition.	
Res	source#	Resource		the state of the s	rg Key		S- PT		Object Code	-	Amount	-
-1190	3725	S3 Safe &	Supp		1110305	-			5825	-	17,136.00	
	0120	33 Sale &	Supp		1110000			_	5825	\$	17,100.00	
								_		-		
									5825	\$		
		15-		Approval and Routi	na (in or	der of an	oroval s	teps)				
Additio	nal services a	hove origina	l contract	amount cannot be provided					d and the Pur	chase	Order amount has	been
increa	sed by Procur	ement.		anicani cannot be promace	Joint Ma		it id fairj	- pp. o. o				
x C	OUSD Admin	istrator ver	ifies that	this vendor does not app	ear on th	e Exclude	d Parties	List (h	ttps://www.e	pls.g	ov/epls/search.do	2)
V.	Site Adminis	trator or Ma	nager	Name Stari Russ	Morre	(50-20	Phone	(00)	450-540	O F	ax (510) 450-5	428
-	Site / Departm			Oakland Technical Hi			. 15	100	. Part of a series			-
-		~ -	Sec		5		Date App	round	1-1	3-	14/	
	Signature Ma			managed by: State and Feder	ml Flouratte							hios
_	COLUMN TO SERVICE STATE OF THE PERSON AS A	riagor i i asi	ing turius	managed by. Liolate and reder	1 2 133 Head	J, Community	Date App	and in the Company of prints	I ditaly, co.	DOID, C	no Oction during reservoir	100, 50
	Signature				-		Date App					
_	Signature Regional or I	Evabutive O	fficer	*			Date Abb	noveu				_
3.		ABCULIVE U	III al						11	1	- 141	
_	Signature	ninte di la	mad	mall Adambia 15 mark 5	unadata.		Date App		11-2	- 1	to United Trans	en car
4.		40.4	nstructio	nal Leadership / Deputy Su	perintend			_			te Under 🔲, Over 🔲 🕻	00,000
	Signature	Mari	<u> </u>	Jantos			Date App	roved	1-2	-2	-14	
5.	Superintende	ent or Board	of Educ	ation Signature on the legal	contract							

Denied - Reason

PO Number

Procurement

Legal Required if not using standard contract

Date Received

Approved

Board Office Use: Legislative File Info. 3-2684 File ID Number: Introduction Date: 12/11/2013 **Enactment Number: Enactment Date:**



Memo

To:

Board of Education

From:

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

Board Meeting Date: 12/11/2013

Subject:

Professional Service Contract

Contractor:

Eric Clayton of Oakland, CA

Services for: 305-OAKLAND TECHNICAL

Board Action Requested

Ratification by the Board of Education of a Professional Services Contract between the District and and Recommendation: Eric Clayton, Oakland, CA, for the latter to provide: 722 hours of Brief Intervention for Substance Abuse techniques with students, facilitation of individual and group counseling sessions, development and maintenance of a student tracking system, support of the implementation of a substance abuse program at Oakland Technical High School, and participation in biweekly Coordination of Services Team meetings for the period of 08/05/2013 through 12/31/2013 in an amount not to exceed \$20,216.00.

Background:

(A one paragraph explanation of why the consultant's services are needed.) Oakland Technical High School's California Healthy Kids data indicate the need for substance use/abuse prevention and intervention services for students; the Safe and Supportive Schools grant supports services that respond to the needs indicated by the surveys of the site's students, staff, and parents.

Discussion:

(QUANTIFY what is being purchased.)

722 hours of Brief Intervention for Substance Abuse techniques with students, facilitation of individual and group counseling sessions, development and maintenance of a student tracking system, support of the implementation of a substance abuse program at Oakland Technical High School, and participation in biweekly Coordination of Services Team meetings

Board Office Use: Legi	islative File Info.
File ID Number:	13-2684
Introduction Date:	12/11/2013
Enactment Number:	13-2500
Enactment Date:	12/11/15



Fiscal Impact: Funding resources below not to exceed \$20,216.00

\$20,224.80 S3 Safe & Supportive Schools

Attachments: Professional Services Contract including Scope of Work

Waiver Summary

Resume / Statement of Qualifications

EPLS Search Results Page

Insurance Certification (if no Waiver was granted)

Board Office Use: Leg	islative File Info.
File ID Number	13-2684
Introduction Date	12/11/2013
Enactment Number	3- 2500
Enactment Date	12/11/12



	PROFESSIONAL SERVICES CONTRACT 2013-2014						
	is Agreement is entered into between Eric Clayton						
the	ONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons ecially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and mpetent to provide such services. The parties agree as follows:						
1.	Services: CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.						
2.	Terms: CONTRACTOR shall commence work on08/05/2013, or the day immediately following approval by the Superintendent						
	if the aggregate amount CONTRACTOR has contracted with the District is below in the current fiscal year; or, approval						
	by the Board of Education if the total contract(s) exceed, whichever is later. The work shall be completed no later than, whichever is later.						
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed						
	Dollars (\$20,216.00) [per fiscal year], at an hourly billing rate not to exceed\$28.00 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.						
4.	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						
5.	CONTRACTOR Qualifications / Performance of Services:						
	CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and,/or regulations, as they may apply.						
	Standard of Care: CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.						
6.	Invoicing: Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.						
7.	Notices : All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:						
	R0400283 P1401216						

OUSD Rep	resentative:	CONTR	ACTOR:
Name:	STACI ROSS-MORRISON	Name:	Eric Clayton
Site /Dept.:	305-OAKLAND TECHNICAL	Title:	Owner
	4351 Broadway	Address	7031 Colton Blvd.
	Oakland, CA 94611		Oakland, CA 94611
Phone:	510-450-5400	Phone:	510-867-0917
, 110.10.			

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

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 11. Assignment: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- 12. Non-Discrimination: It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

R0400283	P1401216	
Requisition No.	P.O No.	

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

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

- 19. No Rights in Third Parties: This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 20. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 - Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
- 21. Limitation of OUSD Liability: Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 22. Confidentiality: CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

R0400283	P1401216
Requisition No	_ P.O No

- 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		CONTRACTOR			
MARIA SANTOS	09/04/2013	Eric Clayton	11/11/2013		
☐ President, Board of Education ☑ Superintendent or Designee	Date	Contractor eSignature	Date		
Secretary, Board of Education	12/12/13	Eric Clayton,	Owner		
		Print Name, Title			
File ID Number: 13-2684 Introduction Date: 12/11/13 Enactment Number: 13-2500		•			
Enactment Date: 12/11/13 By:					

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.

Contractor will provide 722 hours (30 hours per week) of Basic Interviewing Interventions (derived from Motivational Interviewing evidence-based practice) for Oakland Technical High School students who are identified as using substances on school site or during school hours to reduce students' risk of continued and/or escalating substance use/abuse and as an alternative to suspension.

R0400283 P1401216 Requisition No. P.O. No.

2.	of the s attendi Oaklan	service(s): 1) How many more Oakland children are ng school 95% or more? 3) How many more studen d children have access to, and use, the health se	rom the services of this Contract? Be specific. For example, as a result graduating from high school? 2) How many more Oakland children are its have meaningful internships and/or paying jobs? 4) How many more vivices they need? Provide details of program participation (Students to). NOT THE GOALS OF THE SITE OR DEPARTMENT.
	grant, studen suppor cessat	is for the Basic Interviewing Specialist to serve ts to consider the effects of substance use/abu t reduction and cessation of substance use and	dentified as an objective in the Safe and Supportive Schools 100 students per year with the Basic Interviews to motivate se and participate in psychoeducational and support groups to d abuse. The outcome expected of the reduction and/or akland Tech as a safe community will increase as evidenced by
3.		ment with District Strategic Plan: Indicate the all that apply.)	goals and visions supported by the services of this contract:
		sure a high quality instructional core	▼ Prepare students for success in college and careers
		velop social, emotional and physical health	Safe, healthy and supportive schools
	☐ Cre	eate equitable opportunities for learning	Accountable for quality
		h quality and effective instruction	Full service community district
4.	•	ment with Community School Strategic Site select:	Plan – CSSSP (required if using State or Federal Funds):
		ction Item included in Board Approved CSSSP: (r	no additional documentation required)
	_	ltem Number(s): Not Applicable	
		No Restricted Funds	
		ction Item added as modification to Board Ap anager either electronically via email of scanned doc	proved CSSSP – Submit the following documents to the Resource uments, fax or drop off.
	1.	Relevant page of CSSSP with action item highligh date, school site name, both principal and school states.	ted. Page must include header with the word "Modified", modification site council chair initials and date.
	2.	Meeting announcement for meeting in which the C	SSSP modification was approved.
	3.	Minutes for meeting in which the CSSSP modifica	tion was approved indicating approval of the modification.
	4.	Sign-in sheet for meeting in which the CSSSP mo	dification was approved.

eRev. 3/11/13 Page 6 of 6 Requisition No P.O. No. P.O. No.

ContractsOnline: Contract Waiver Summary

Site Number-Name: 305-OAKLAND TECHNICAL

Principal / Department Head: STACI ROSS-MORRISON

Contractor Name: Eric Clayton

Business Name: Eric Clayton

Contract Type: Standard

Anticipated Start Date: 08/05/2013

Contract End Date: 12/31/2013

Rate Type: HOURLY

Contract Amount: \$20,216.00

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:

Eric Clayton

7031 Colton Blvd., Oakland, CA 94611 Phone (510) 338-0944 E-mail coachclayton33@yahoo.com

EXECUTIVE-LEVEL SALES PROFESSIONAL:

Award winning, driven sales professional with over 28 years of experience establishing, fostering, and managing multi-million dollar accounts for insurance industry leaders. Consistently exceed organizational objectives by skillfully targeting new business accounts while successfully managing existing contracts. Offer broad financial and business expertise with a stellar record of lucrative business developments, account management and territory expansion, revenue growth, and cost savings. Areas of expertise:

Customer Liaison • Cost Control • Competitive Strategies • Territory Expansion • Customer Data Extraction • Multi-Million Dollar Sales • Innovative Sales Plan Development Customer Base Expansion • Targeted Sales Campaigns • New Products/Services Sales • Major Account Acquisitions •

Portfolio Management • Team Building and Motivating • Business Enhancements
Account Management Consultant • Product & Market Awareness Development
Market Analysis & Research • Revenue Facilitator • Creative Problem Solving
• Negotiations & Closings • • Spin Selling

Major awards/ Accreditations

Golden Eagle Award – Top Agent in California – Aetna Life and Casualty

Million Dollar Round Table Award

National Sales Achievement Award

Top 20 Agents Award – Aetna Life and Casualty

Agent of the year Award – Princeton Companies

Executive of the year - Princeton Companies -

Executive of the year - F/C and Associates -

Most Improved Managing General Agent Award – North West Life

Presidents Circle Gold Ring Award – Boston Mutual Life –

Outstanding
Underwriting Award –
Boston Mutual Life –

State of California Department of Insurance: Life and Disability License – 1977

State of California Department of Real Estate Salesperson License—2007 Navy Public Works -1995, Federal Executive Board - 1995. Department of the Navy - 1996, Department of Energy - 1997, Military Sealift Command -1998, U.S. Department of Justice - 1997, Department of Defense - 1998, U.S. Quad EEO Training Conference -1999, Federal Woman's Program-2000, U.S. Department of Justice -2000, U.S. Coast Guard - 2000. Department of Health & Human Services - 2001, Internal Revenue Service - 2002, Immigration and Naturalization Service -

2002,

All letters of Accommodation and Recommendation. Available upon request.

Emergency Medical Services Authority: First Aid – 2004

Emergency Medical Services Authority: CPR – 2004

National Coaching Credential: California Interscholastic Federation - 2004

National Coaching Certification: National Youth Sports Coaching Association-2005

PROFESSIONAL EXPERIENCE

Life agent - Life and Disability insurance sales Philadelphia / Conseco Life Insurance Co

Oakland, CA

- Life agent Life and disability insurance sales
- **Princeton Companies**

Oakland, CA

- Agent Director Agent recruitment and training/individual insurance life/disability sales
- North West Life Assurance

Oakland, CA

- Master General Agent-Life and disability sales/Agent recruitment and training
- 1990-1992

F/C Associates

San Leandro, CA

- Director of Marketing
- 1992-2003

Employee Advocates

Oakland, CA

- 2004- Retirement from active production and marketing
- Head Baseball Coach Varsity and Junior Varsity staffing, training and fundraising
- 2004 Present

Oakland Technical High School

Oakland, CA

- Brief Intervention Specialist

2013 - Present Oakland Technical High School

Oakland CA

Sales Production

1994-2004- Individual sales production in excess of \$1,300,000,000 of life coverage

1994-2004- Individual sales production in excess of \$2,025,000 of written premium

1994-2004- Managed agency production in excess of \$1,000,000 paid annual premium

EDUCATION

El Cerrito High School California State University Hayward

Eric Clayton

(510) 338-0945, email Coachclayton33@yahoocom • Page 2 •



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/12/2013

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

PRODUCE	ER Khoe & Associ	ates			CONTA NAME:	CT					
328 15th St				PHONE	PHONE FAX (A/C, No): (A/C, No):						
Oakland CA 94612					E-MAIL ADDRESS:						
							URER(S) AFFOR	IDING COVERAGE		NAIC #	
Phone: 510-465-3993 Fax: 510-580-9470				INSUR	ERA: THE HA	RTFORD I	NSURANCE				
INSURED Eric Clayton 7031 Colton Blvd			INSURER 9:								
					INSUR	INSURER C:					
	Oakland, (INSUR	ER D:					
	Canalia,	JA 34011			INSUR	ERE:					
					INSUR	ERF:					
	RAGES			TE NUMBER:				REVISION NUMBER:			
CERT	ATED. NOTWITHSTAM FICATE MAY BE ISSU USIONS AND CONDITIONS	NDING ANY RE UED OR MAY I ONS OF SUCH	QUIRE	MENT, TERM OR CONDITI N, THE INSURANCE AFFO S. LIMITS SHOWN MAY H	ON OF AN	THE POLICIES REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS		O ALL	WHICH THIS	
VER TR	TYPE OF INSURAL	NCE	INSR W	POLICY NUMBE	R	(MIMIDDAYYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	_		
X	COMMERCIAL GENERAL	LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000	
	CLAIMS-MADE X	OCCUR						MED EXP (Any one person)	\$	10,000	
A			X	57SBMBF45	18	07/12/2013	07/12/2014	PERSONAL & ADVINJURY	\$	1,000,000	
								GENERAL AGGREGATE	\$	2,000,000	
GE	N'L AGGREGATE LIMIT APP	PLIES PER:						PRODUCTS - COMPIOP AGG	\$	2,000,000	
	POLICY PRO-	LOC							\$		
AU	TOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$		
	ANY AUTO							BODILY INJURY (Per person)	8		
	ALL OWNED S	SCHEDULED NUTOS NON-OWNED						BODILY INJURY (Per accident)	-		
	HIRED AUTOS	WTOS				1		PROPERTY DAMAGE (Per socident)	\$		
-		1	-						8		
-	UMBRELLA LIAS	OCCUR						EACH OCCURRENCE	\$		
-	EXCESS LIAB	CLAIMS-MADE						AGGREGATE	5	-	
W	DED RETENTION	15	-					WC STATU- OTH-	\$		
A	AND EMPLOYERS LIABILITY ANY PROPRIETOR PARTNER/PRIECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)										
OF			NIA					E.L. EACH ACCIDENT	\$		
lf)	ves, describe under ESCRIPTION OF OPERATION					1		E.L. DISEASE - EA EMPLOYER			
DE	ESCRIPTION OF OPERATION	NS below						E.L. DISEASE - POLICY LIMIT	3		
THE	OAKLAND UN	HIFIED SC	HOC		NAMED	AS AN	ADDITIO	NAL INSURED V	VITH	1	
RES	PECT TO CON	NTRACT F	OR	SERVICES(MAN	AGME	NT CONS	SULTANT	Γ)			
10 D	AYS NOTICE	OF CANC	ELL	ATION FOR NON	I-PAYN	MENT OF	PREMIU	IM			
CERTI	FICATE HOLDER				CAN	CELLATION					
THE OAKLAND UNIFIED SCHOOL DISTRICT			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.								
900 HIGH STREET RISK MANAGEMENT DEPT				AUTHORIZED REPRESENTATIVE							

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OAKLAND, CA 94601