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| Board Office Use: Legislative File Info. |         |
| File ID Number                           | K-1009  |
| Introduction Date                        | 6/11/14 |
| Enactment Number                         |         |
| Enactment Date                           |         |



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

To 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)

Subject Professional Services Contract Amendment - 2  
Eric Clayton Oakland CA (Contractor, City/State) -  
Oakland Technical High School (site/department)

**Action Requested** Ratification by the Governing Board of the amendment to the professional services contract between the District and Eric Clayton. Services to be primarily provided to Oakland Technical High School for the period of 8/5/2013 through 06/13/2014, in an amount not to exceed \$4,956.00.

**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 177 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 Oakland Technical High School for the period of 8/5/2013 through 06/13/2014, in an amount not to exceed \$4,956.00.

**Fiscal Impact** Funding resource name (please spell out) Title 1 not to exceed \$4,956.00

**Attachments**

- Contract Amendment
- Copy of original contract

|   |         |
|---|---------|
| Board Office Use: <b>Legislative File Info.</b> |         |
| File ID Number                                  | 14-1009 |
| Introduction Date                               | 6/11/14 |
| Enactment Number                                |         |
| Enactment Date                                  |         |



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

## AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Eric Clayton (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on August 5, 2013, and the parties agree to amend that Agreement as follows:

1. **Services:**  The scope of work has changed.  ONLY the funding source has changed.  
**If the scope of work has changed:** Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.  
 Revised scope of work attached. **OR,** The CONTRACTOR agrees to provide the following amended services:  
 The amendment provides an additional 177 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.

2. **Terms (duration):**  The term of the contract is unchanged.  The term of the contract has changed.  
**If the term has changed:** The contract term is extended by an additional 5 weeks (days/weeks/months), and the amended expiration date is 06/13/2014.

3. **Compensation:**  The contract price is unchanged.  The contract price has changed.  
**If the compensation has changed:** The contract price is amended by  
 Increase of \$ 4,956.00 to original contract amount  
 Decrease of \$ \_\_\_\_\_ to original contract amount  
 and the new contract total is Forty-two thousand, three hundred eight----- dollars (\$42,308.00)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement.  This contract has previously been amended as follows:

| No. | Date       | General Description of Reason for Amendment                      | Amount of Increase (Decrease) |
|-----|------------|--|-------------------------------|
| 1   | 02/16/2014 | Additional funds received to increase number of hours of service | \$ 17,136.00                  |
|     |            |  | \$                            |
|     |            |  | \$                            |

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos  
 President, Board of Education  
 Superintendent or Designee

Edgar Rakestraw, Jr., Secretary  
 Board of Education

5/21/14  
 Date

\_\_\_\_\_  
 Date

CONTRACTOR

[Signature]  
 Contractor Signature 4/10/14  
 Date

ERIC L.O. Clayton - Contractor - Owner.  
 Print Name, Title



EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not 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 WITHOUT 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 177 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.

SCOPE OF WORK

Eric Clayton will provide a maximum of 177.00 hours of services at a rate of \$ 28.00 per hour for a total not to exceed \$4,956.00. Services are anticipated to begin on 8/5/2013 and end on 06/13/2014.

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

Contractor will provide 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.

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 expected outcomes specified from this contract, identified as an objective in the Safe and Supportive Schools grant, is for the Basic Interviewing Specialist to serve 100 students per year with the Basic Interviews to motivate students to consider the effects of substance use/abuse and participate in psychoeducational and support groups to support reduction and cessation of substance use and abuse. The outcome expected of the reduction and/or cessation of substance use is that the perception of Oakland Tech as a safe community will increase as evidenced by the CHKS survey.

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

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

**4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)**

Please select:

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

# **CSSSP MODIFICATION**



# State and Federal Compliance - CSSSP Modifications 2013-14

| School Site #: | 305               |  | School Name:           | Oakland Tech <span style="float: right;">SLM JG 5/6/2014</span> |   |                |  |               |               |     |               |
|----------------|-------------------|--|------------------------|---|---|----------------|--|---------------|---------------|-----|---------------|
| #              | SSC Approval Date | Priority Area  | Student Group Impacted | Item #  | Strategic Action  | Resource       | Object Name                                | Object Code   | Position Code | FTE | Budget Amount |
| 1              | 5/5/2014          | 2A: School Culture (including Meaningful Student Engagement) | All Students           | New Item  | Expand the services of the conflict management consultant who was funded initially under the Safe & Supportive Schools grant to provide additional hours of service between May 9 and June 13, 2014.  | 3010 - Title I | CONSULT                                    | 5825          |               |     | \$7,000.00    |
| 2              | 5/5/2014          | 2B: Health & Wellness  | All Students           | New Item  | Expand the services of the two current drug intervention counselor consultants who were funded initially under the Safe & Supportive Schools grant to provide additional hours of service between May 9 and June 13, 2014, to reduce the level of substance abuse among students and increase academic performance. | 3010 - Title I | CONSULT                                    | 5825          |               |     | \$10,000.00   |
| 3              | 5/5/2014          | 4A: Family & Community Engagement                            | All Students           | New Item  | Expand the services of the current parent liaison who was funded initially under the Safe & Supportive Schools grant to provide additional hours of service between May 9 and June 13, 2014, to increase the level of parent involvement.   | 3010 - Title I | CONSULT                                    | 5825          |               |     | \$8,000.00    |
| 4              | 5/5/2014          | 2A: School Culture (including Meaningful Student Engagement) | All Students           | New Item  | Provide teachers and consultants to lead a summer bridge program for incoming 9th grade students that will assist them in forming caring relationships and adopting the school's high expectations for achievement and behavior.  | 3010 - Title I | CONSULT<br>TEACHER<br>SALARIES<br>STIPENDS | 5825;<br>1120 |               |     | \$15,000.00   |

# State and Federal Compliance - CSSSP Modifications 2013-14

| School Site #: | 305               |  | School Name:           | Oakland Tech |   |                |   |                                 |               |     |               |
|----------------|-------------------|--|------------------------|--------------|---|----------------|---|---------------------------------|---------------|-----|---------------|
| #              | SSC Approval Date | Priority Area  | Student Group Impacted | Item #       | Strategic Action  | Resource       | Object Name   | Object Code                     | Position Code | FTE | Budget Amount |
| 5              | 5/5/2014          | 1A: Balanced Literacy & Literacy Across the Curriculum | All Students           | New Item     | Provide supplemental instructional books, materials, supplies, and equipment to assist students in achieving at high levels and completing graduation requirements. | 3010 - Title I | SUPPLIES<br>BOOKS<br>OTHER<br>THAN<br>TEXTBOC<br>EQUIPME<br>AUDIO-VISUAL<br>EQUIPME | 4310;<br>4200;<br>4410;<br>4474 |               |     | \$27,500.00   |
| 6              |                   |  |                        |              |   |                |   |                                 |               |     |               |
| 7              |                   |  |                        |              |   |                |   |                                 |               |     |               |
| 8              |                   |  |                        |              |   |                |   |                                 |               |     |               |
| 9              |                   |  |                        |              |   |                |   |                                 |               |     |               |
| 10             |                   |  |                        |              |   |                |   |                                 |               |     |               |
| 11             |                   |  |                        |              |   |                |   |                                 |               |     |               |
| 12             |                   |  |                        |              |   |                |   |                                 |               |     |               |
| 13             |                   |  |                        |              |   |                |   |                                 |               |     |               |
| 14             |                   |  |                        |              |   |                |   |                                 |               |     |               |
| 15             |                   |  |                        |              |   |                |   |                                 |               |     |               |
| 16             |                   |  |                        |              |   |                |   |                                 |               |     |               |
| 17             |                   |  |                        |              |   |                |   |                                 |               |     |               |
| 18             |                   |  |                        |              |   |                |   |                                 |               |     |               |
| 19             |                   |  |                        |              |   |                |   |                                 |               |     |               |
| 20             |                   |  |                        |              |   |                |   |                                 |               |     |               |
| 21             |                   |  |                        |              |   |                |   |                                 |               |     |               |
| 22             |                   |  |                        |              |   |                |   |                                 |               |     |               |
| 23             |                   |  |                        |              |   |                |   |                                 |               |     |               |
| 24             |                   |  |                        |              |   |                |   |                                 |               |     |               |
| 25             |                   |  |                        |              |   |                |   |                                 |               |     |               |
| 26             |                   |  |                        |              |   |                |   |                                 |               |     |               |
| 27             |                   |  |                        |              |   |                |   |                                 |               |     |               |
| 28             |                   |  |                        |              |   |                |   |                                 |               |     |               |
| 29             |                   |  |                        |              |   |                |   |                                 |               |     |               |
| 30             |                   |  |                        |              |   |                |   |                                 |               |     |               |
| 31             |                   |  |                        |              |   |                |   |                                 |               |     |               |
| 32             |                   |  |                        |              |   |                |   |                                 |               |     |               |
| 33             |                   |  |                        |              |   |                |   |                                 |               |     |               |
| 34             |                   |  |                        |              |   |                |   |                                 |               |     |               |
| 35             |                   |  |                        |              |   |                |   |                                 |               |     |               |

*gjm JG 5/6/2014*



# IMPORTANT MEETING

## Collaborative School Site Council

Monday, May 5, 2014

6:00 – 7:30 p.m.

Oakland Tech Library

The CSSC monitors the implementation of the school site plan for student achievement, evaluates the results, and modifies the site plan as needed.

### AGENDA

1. Call to Order
2. Reading & Approval of Minutes of April 7, 2014
3. DAC Representative Report
4. Discuss and approve modifications to 2013-2014 Community Schools Strategic Site Plan
5. Next meeting date
6. Public Comment
7. Announcements
8. Adjournment

Posted: Friday, May 2, 2014



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

**Together, We Are Building**

*a full-service community school district that serves the whole child,  
eliminates inequity and provides each child with an excellent teacher, every day*



*The next regular meeting of the Collaborative School Site Council will be on Monday, June 2, 2014, 6:00 -7:30 p.m., at the Champa Garden Restaurant, 2102 8<sup>th</sup> Avenue, Oakland.*



OAKLAND  
TECHNICAL  
HIGH SCHOOL

## Collaborative School Site Council Minutes

May 5, 2014, 6:00-7:30 p.m.  
Oakland Tech Library

|  |  |   |  |
|--|--|---|--|
| <b>Meeting:</b><br>Regular Monthly Meeting   | <b>Called by:</b><br>Staci Ross-Morrison, Principal  | <b>Facilitator:</b><br>Jeremy Grossman, Chair   | <b>Recorder:</b><br>Laura Hayes  |
| <b>Present:</b><br>(By-laws require 9 for quorum)  | <b>Parents</b><br><input checked="" type="checkbox"/> Lisa Ray (2 <sup>nd</sup> year)<br><input checked="" type="checkbox"/> Christina Trujillo (1 <sup>st</sup> year)<br><input checked="" type="checkbox"/> Deatra Sherman (1 <sup>st</sup> year)<br><input type="checkbox"/> Bruce Kariya (alt., 1 <sup>st</sup> year)<br><input type="checkbox"/> Terry Cullinane (alt., 1 <sup>st</sup> year) | <b>Principal</b><br><input checked="" type="checkbox"/> Staci Ross-Morrison<br><b>Classroom Teachers</b><br><input checked="" type="checkbox"/> Judy Bojorquez (1 <sup>st</sup> year)<br><input type="checkbox"/> Marylouisa Davidson (2 <sup>nd</sup> year)<br><input checked="" type="checkbox"/> Jeremy Grossman (2 <sup>nd</sup> year)<br><input checked="" type="checkbox"/> Laura Hayes (1 <sup>st</sup> year)<br><input type="checkbox"/> Sonja Travick (1 <sup>st</sup> year)<br><input type="checkbox"/> Harry Pasternak (alt., 1 <sup>st</sup> year)<br><input type="checkbox"/> Vacancy (alt., 1 <sup>st</sup> year) | <b>Other School Staff</b><br><input type="checkbox"/> Dora Hopson (1 <sup>st</sup> year)<br><input checked="" type="checkbox"/> Jacqueline Johnson (1 <sup>st</sup> year)<br><input type="checkbox"/> Barbara Allen (alt., 2 <sup>nd</sup> year)<br><input checked="" type="checkbox"/> Dawn Humphrey (alt., 1 <sup>st</sup> year) |
| <b>CSSC Officers (2013-2014):</b><br><b>Chair – Jeremy Grossman</b><br><b>Vice Chair – Linda Brown</b><br><b>Recording Secretary – Laura Hayes</b><br><b>Corresponding Secretary – Judy Bojorquez</b><br><b>Parliamentarian – Jacqueline Johnson</b> | <b>Community</b><br><input checked="" type="checkbox"/> Linda Brown (2 <sup>nd</sup> year)<br><input checked="" type="checkbox"/> Tarik Scott (1 <sup>st</sup> year, alt.)   | <b>Students</b><br><input type="checkbox"/> Niamh Collins (2 <sup>nd</sup> year)<br><input type="checkbox"/> Anya Ku (1 <sup>st</sup> year)<br><input type="checkbox"/> Edgar Sanchez (1 <sup>st</sup> year)<br><input type="checkbox"/> Vivian Tran (2 <sup>nd</sup> year)<br><input type="checkbox"/> Stephanie Brown (alt., 1 <sup>st</sup> year)<br><input type="checkbox"/> Vacancy (alt., 1 <sup>st</sup> year)   |  |

**Other:**

| TOPICS FOR CSSC  |  |  |
|--|--|--|
| <input type="checkbox"/> Establishment and elections                           | <input type="checkbox"/> Develop school climate needs assessment       | <input type="checkbox"/> Monitor plan implementation             |
| <input type="checkbox"/> Evaluate the effectiveness of the school plan (CSSSP) | <input type="checkbox"/> Develop physical environment needs assessment | <input type="checkbox"/> Review/analyze student achievement data |
| <input type="checkbox"/> Obtain input on priorities                            | <input type="checkbox"/> Develop/modify budget                         | <input type="checkbox"/> Develop/modify school plan (CSSSP)      |
| <input type="checkbox"/> Review academic plan                                  | <input type="checkbox"/> Review attendance and discipline data         | <input type="checkbox"/> Recommend plan for board approval       |

| COLLABORATIVE SCHOOL SITE COUNCIL MEETING |                |        |         |
|---|----------------|--------|---------|
| Topic                                     | Notes/Comments | Action | Follow- |

|   |   |   |           |
|---|---|---|-----------|
|   |   |   | <b>up</b> |
| 1. Call to Order/Welcome/Introductions<br>Establish Quorum                              | <ul style="list-style-type: none"> <li>• Mr. Grossman called the meeting to order at 6:23 p.m. A quorum was present.</li> </ul>   |   |           |
| 2. Reading & Approval of Minutes of April 7, 2014                                       | <ul style="list-style-type: none"> <li>• The minutes of the previous CSSC meeting were distributed and read.</li> <li>• The date was corrected, as well as the spelling of Tarik Scott's name.</li> </ul>   | <b>Motion:</b> To approve the minutes of Monday, April 7, 2014, as corrected; second; carried.  |           |
| 3. DAC Representative Report  | <ul style="list-style-type: none"> <li>• No DAC updates.</li> </ul>   |   |           |
| 4. Discuss and approve modifications to 2013-2014 Community Schools Strategic Site Plan | <ul style="list-style-type: none"> <li>• The school has received a midyear adjustment allocation of Title I funds for the current school year. The total of the midyear adjustment plus current Title I surplus is \$67,500.</li> <li>• Needs:</li> <li>• The school has contracted with four consultants to provide supplemental support for students and parents this year: conflict mediation specialist; parent liaison; and two drug intervention counselors. The funding runs out the first week of May, and \$25,000 is required to keep these consultants on staff through the last day of school.</li> <li>• \$30,000 to pay teachers and consultants to teach and work with incoming 9<sup>th</sup> grade students during the 2014 summer bridge program, in order to prepare them to be successful in high school and meet state standards and graduation requirements.</li> <li>• \$12,500 for supplemental instructional books, materials and supplies.</li> <li>• If the full \$30,000.00 cannot be used for costs of the 2014 summer bridge, then the balance needs to be allocated for supplemental supplies, books, and materials.</li> <li>• Proposed modifications to the CSSSP:</li> <li>• Expand the services of the conflict management consultant who was funded initially under the Safe &amp; Supportive Schools grant to provide additional hours of service between May 9 and June 13, 2014, in the amount of \$7,000.00.</li> <li>• Expand the services of the two current drug intervention counselor consultants who were funded</li> </ul> | <p><b>Motion:</b><br/>That the CSSSP proposed modifications be approved, and that the midyear adjustment plus surplus in Title I funds, totaling \$67,000.00, be allocated, as follows:<br/>\$25,000.00 for consultants who work with students as intervention counselors and parent liaison;<br/>Up to \$30,000.00 for teachers and consultants to teach and work with 9th grade students during the 2014 summer bridge programs, and if less than \$30,000.00 is required for this purpose, then the balance to be allocated for supplemental instructional books, materials, supplies, and equipment;<br/>\$12,500.00 for supplemental instructional books, materials, supplies, and equipment, apportioned as necessary by the school;<br/>second; carried.</p> |           |



|                      |   |   |  |
|----------------------|---|---|--|
|                      | <p>initially under the Safe &amp; Supportive Schools grant to provide additional hours of service between May 9 and June 13, 2014, to reduce the level of substance abuse among students and increase academic performance, in the amount of \$10,000.00.</p> <ul style="list-style-type: none"> <li>• Expand the services of the current parent liaison who was funded initially under the Safe &amp; Supportive Schools grant to provide additional hours of service between May 9 and June 13, 2014, to increase the level of parent involvement, in the amount of \$8,000.00.</li> <li>• Provide teachers and consultants to lead a summer bridge program for incoming 9th grade students that will assist them in forming caring relationships and adopting the school's high expectations for achievement and behavior, in the amount of \$30,000.00. Any funds not spent on summer bridge need to be allocated for supplies.</li> <li>• Provide supplemental instructional books, materials, supplies, and equipment to assist students in achieving at high levels and completing graduation requirements, in the amount of \$12,500.00.</li> </ul> |   |  |
| 5. Next Meeting Date | <ul style="list-style-type: none"> <li>• Monday, June 2, 2014, at 6:00pm, at Champa Garden.</li> </ul>  |   |  |
| 6. Public Comment    | <ul style="list-style-type: none"> <li>• None</li> </ul>  |   |  |
| 7. Announcements     | <ul style="list-style-type: none"> <li>• BUILD Business Plan Competition is on May 18<sup>th</sup> at Haas School of Business.</li> </ul>   |   |  |
| 8. Adjournment       | <ul style="list-style-type: none"> <li>• Mr. Grossman adjourned the meeting at 6:43pm.</li> </ul>   | <b>Motion:</b> To adjourn the meeting; second; carried. |  |

Signature of Secretary \_\_\_\_\_

Date \_\_\_\_\_





# **AMENDMENT #1**

|   |         |
|---|---------|
| <b>Board Office Use: Legislative File Info.</b> |         |
| File ID Number                                  | 14-0104 |
| Introduction Date                               | 2-26-14 |
| Enactment Number                                | 14-0265 |
| Enactment Date                                  | 2-26-14 |



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** 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** 2-26-14  
(To be completed by Procurement)

**Subject** Professional Services Contract Amendment - 1  
Eric Clayton Oakland CA (Contractor, City/State) -  
Oakland Technical High School (site/department)

**Action Requested** Ratification by the Governing Board of the amendment to the professional services contract between the District and Eric Clayton. Services to be primarily provided to Oakland Technical High School for the period of 8/5/2013 through 05/09/2014, in an amount not to exceed \$ 17,136.00.

**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 Oakland Technical High School for the period of 8/5/2013 through 05/09/2014, 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



|   |         |
|---|---------|
| <b>Board Office Use: Legislative File Info.</b> |         |
| File ID Number                                  | H-0127  |
| Introduction Date                               | 2-26-14 |
| Enactment Number                                | H-0265  |
| Enactment Date                                  | 2-26-14 |



**OAKLAND UNIFIED SCHOOL DISTRICT**

Community Schools, Thriving Students

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Eric Clayton (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on August 5, 2013, and the parties agree to amend that Agreement as follows:

1. **Services:**  The scope of work has changed  ONLY the funding source has changed.  
**If the scope of work has changed:** Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.  
 Revised scope of work attached OR, The CONTRACTOR agrees to provide the following amended services:  
 The amendment provides an additional 812 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.

2. **Terms (duration):**  The term of the contract is unchanged  The term of the contract has changed.  
**If the term has changed:** The contract term is extended by an additional 18 weeks (days/weeks/months), and the amended expiration date is 05/09/2014.

3. **Compensation:**  The contract price is unchanged  The contract price has changed  
**If the compensation has changed:** The contract price is amended by  
 Increase of \$ 17,136.00 to original contract amount  
 Decrease of \$ \_\_\_\_\_ to original contract amount  
 and the new contract total is Thirty seven thousand, three hundred fifty-two dollars (\$37,352.00)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement  This contract has previously been amended as follows:

| No. | Date | General Description of Reason for Amendment | Amount of Increase (Decrease) |
|-----|------|---|-------------------------------|
|     |      |   | \$                            |
|     |      |   | \$                            |
|     |      |   | \$                            |

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Denton  
 President, Board of Education  
 Superintendent or Designee

1-22-14  
Date

Gary Yee, Ed.D.  
Secretary, Board of Education  
Date 2/27/14

CONTRACTOR

[Signature]  
Contractor Signature

1/10/14  
Date

Eric L. Clayton  
Print Name, Title

**EXHIBIT "A" Scope of Work**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR's entire Proposal is not 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 WITHOUT 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.

**SCOPE OF WORK**

Eric Clayton will provide a maximum of 612.00 hours of services at a rate of \$ 28.00 per hour for a total not to exceed \$17,136.00. Services are anticipated to begin on 8/5/2013 and end on 05/09/2014.

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

Contractor will provide 612 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.

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 expected outcomes specified from this contract, identified as an objective in the Safe and Supportive Schools grant, is for the Basic Interviewing Specialist to serve 100 students per year with the Basic Interviews to motivate students to consider the effects of substance use/abuse and participate in psychoeducational and support groups to support reduction and cessation of substance use and abuse. The outcome expected of the reduction and/or cessation of substance use is that the perception of Oakland Tech as a safe community will increase as evidenced by the CHKS survey.

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

- |   |   |
|---|---|
| <input type="checkbox"/> Ensure a high quality instructional core                 | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools                |
| <input type="checkbox"/> Create equitable opportunities for learning              | <input type="checkbox"/> Accountable for quality  |
| <input type="checkbox"/> High quality and effective instruction                   | <input checked="" type="checkbox"/> Full service community district                     |



**4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)**

Please select:

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



**AMENDMENT ROUTING FORM**

**2013-2014**

**PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1**

**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.**

- Contractor and OUSD contract originator reach agreement on modification to original Scope of Work.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- 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.
- OUSD contract originator submits amendment packet to Procurement for approval within two weeks of creating the requisition.

**When the contract amendment is approved Procurement will add additional funds to the original Purchase Order.**

**Attachment Checklist**

- Contract amendment packet including Board Memo and Amendment Form
- 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.

**OUSD Staff Contact** Emails about this contract should be sent to: (Required) **Richard.Fairly@ousd.k12.ca.us**

**Contractor Information**

|                  |                   |                  |                          |
|------------------|-------------------|------------------|--------------------------|
| Contractor Name  | Eric Clayton      | Agency's Contact | Eric Clayton             |
| OUSD Vendor ID # | 1005994           | Title            | Owner                    |
| Street Address   | 7031 Colton Blvd. | City             | Oakland                  |
| Telephone        | (510) 867-0917    | State            | CA                       |
|                  |                   | Zip              | 94611                    |
|                  |                   | Email            | coachclayton33@yahoo.com |

**Compensation and Terms – Must be within the OUSD Billing Guidelines**

|                              |              |                            |            |
|------------------------------|--------------|----------------------------|------------|
| Original Contract Amount     | \$ 20,216.00 | Original PO Number         | P1401216   |
| Amended Amount               | \$ 17,136.00 | New Requisition #          | R0409206   |
| New Total Contract Amount    | \$ 37,352.00 | Start Date                 | 8/5/2013   |
| Pay Rate Per Hour (Required) | 28.00        | End Date                   | 05/09/2014 |
|                              |              | Number of Hours (Required) | 612.00     |

**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       |
|------------|----------------|------------|-------------|--------------|
| 3725       | S3 Safe & Supp | 3051110305 | 5825        | \$ 17,136.00 |
|            |                |            | 5825        | \$           |
|            |                |            | 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.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

|   |  |   |                     |                 |                |      |                |  |
|---|--|---|---------------------|-----------------|----------------|------|----------------|--|
| 1.  | Site Administrator or Manager  | Name  | Staci Ross Morrison | Phone           | (510) 450-5400 | Fax  | (510) 450-5428 |  |
|   | Site / Department  | Oakland Technical High School   |                     |                 |                |      |                |  |
|   | Signature  |  |                     | Date Approved   | 1-13-14        |      |                |  |
| 2.  | Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships |   |                     |                 |                |      |                |  |
|   | Signature  |   |                     |                 |                |      | Date Approved  |  |
|   | Signature  |   |                     |                 |                |      | Date Approved  |  |
| 3.  | Regional or Executive Officer  |   |                     |                 |                |      |                |  |
|   | Signature  |  |                     | Date Approved   | 1-21-14        |      |                |  |
| 4.  | Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000                                      |   |                     |                 |                |      |                |  |
|   | Signature  |  |                     | Date Approved   | 1-22-14        |      |                |  |
| 5.  | Superintendent or Board of Education Signature on the legal contract   |   |                     |                 |                |      |                |  |
| Legal Required if not using standard contract |  | Approved  |                     | Denied - Reason |                | Date |                |  |
| Procurement                                   | Date Received  |   |                     | PO Number       | P1401216       |      |                |  |







# 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.

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<br>Khos & Associates<br>328 15th St<br>Oakland CA 94612<br><br>Phone: 510-465-3993 Fax: 510-580-9470 | CONTACT NAME:                 |                        |
|   | PHONE (A/C No. Ext):          | FAX (A/C No.):         |
|   | E-MAIL ADDRESS:               |                        |
|   | INSURER(S) AFFORDING COVERAGE |                        |
|   | INSURER A:                    | THE HARTFORD INSURANCE |
|   | INSURER B:                    |                        |
|   | INSURER C:                    |                        |
|   | INSURER D:                    |                        |
|   | 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.

| INER LTR | TYPE OF INSURANCE   | APPL (INSUR) (RISK) (WVD) | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|---------------------------|---------------|-------------------------|-------------------------|--|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR               | X                         | 57SBMBF4518   | 07/12/2013              | 07/12/2014              | EACH OCCURRENCE \$ 1,000,000   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC  |                           |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000   |
|          | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> Hired AUTOS   |                           |               |                         |                         | <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |
|          | UMBRELLA LIAB<br>EXCESS LIAB  |                           |               |                         |                         | <input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE   |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in WA)<br>If yes, describe under DESCRIPTION OF OPERATIONS below |                           |               |                         |                         | <input type="checkbox"/> Y/N<br><input type="checkbox"/> N/A<br><input type="checkbox"/> WC STATUTORY LIMITS<br><input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$ |

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

THE OAKLAND UNIFIED SCHOOL DISTRICT IS NAMED AS AN ADDITIONAL INSURED WITH RESPECT TO CONTRACT FOR SERVICES(MANAGEMENT CONSULTANT)

10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM

|   |   |
|---|---|
| CERTIFICATE HOLDER  | CANCELLATION  |
| THE OAKLAND UNIFIED SCHOOL DISTRICT<br>900 HIGH STREET<br>RISK MANAGEMENT DEPT<br>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.<br><br>AUTHORIZED REPRESENTATIVE |





447  
MAY 12 2014

**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.

- Contractor and OUSD contract originator reach agreement on modification to original Scope of Work.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- 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.
- OUSD contract originator submits amendment packet to Procurement for approval within two weeks of creating the requisition.

When the contract amendment is approved Procurement will add additional funds to the original Purchase Order.

**Attachment Checklist**

- Contract amendment packet including Board Memo and Amendment Form
- 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.

OUSD Staff Contact Emails about this contract should be sent to: (Required) Richard.Fairly@ousd.k12.ca.us

**Contractor Information**

|                  |                   |                  |                          |
|------------------|-------------------|------------------|--------------------------|
| Contractor Name  | Eric Clayton      | Agency's Contact | Eric Clayton             |
| OUSD Vendor ID # | 1005994           | Title            | Owner                    |
| Street Address   | 7031 Colton Blvd. | City             | Oakland                  |
| Telephone        | (510) 867-0917    | State            | CA                       |
|                  |                   | Zip              | 94611                    |
|                  |                   | Email            | coachclayton33@yahoo.com |

**Compensation and Terms – Must be within the OUSD Billing Guidelines**

|                              |              |                            |            |
|------------------------------|--------------|----------------------------|------------|
| Original Contract Amount     | \$ 37,352.00 | Original PO Number         | P1401216   |
| Amended Amount               | \$ 4,956.00  | New Requisition #          | R0411822   |
| New Total Contract Amount    | \$ 42,308.00 | Start Date                 | 8/5/2013   |
| Pay Rate Per Hour (Required) | 28.00        | End Date                   | 06/13/2014 |
|                              |              | Number of Hours (Required) | 177.00     |

**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      |
|------------|---------------|------------|-------------|-------------|
| 3010       | Title 1       | 3054850101 | 5825        | \$ 4,956.00 |
|            |               |            | 5825        | \$          |
|            |               |            | 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.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

|                    |   |   |                     |       |               |                 |            |
|--------------------|---|---|---------------------|-------|---------------|-----------------|------------|
| 1.                 | <b>Site Administrator or Manager</b>  | Name  | Staci Ross-Morrison | Phone | 5104505400    | Fax             | 5104505428 |
|                    | Site / Department   | Oakland Technical High School   |                     |       |               |                 |            |
| 2.                 | Signature   | <i>[Signature]</i>  |                     |       | Date Approved | 5/7/2014        |            |
|                    | <b>Resource Manager, if using funds managed by:</b>   | <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships |                     |       |               |                 |            |
|                    | Signature   | <i>[Signature]</i>  |                     |       | Date Approved | 5/12/14         |            |
| 3.                 | <b>Regional or Executive Officer</b>  |   |                     |       |               |                 |            |
|                    | Signature   | <i>[Signature]</i>  |                     |       | Date Approved | 5/14/14         |            |
| 4.                 | <b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> | Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000  |                     |       |               |                 |            |
|                    | Signature   | <i>[Signature]</i>  |                     |       | Date Approved | 5/21/14         |            |
| 5.                 | <b>Superintendent or Board of Education</b>   | Signature on the legal contract   |                     |       |               |                 |            |
| <b>Legal</b>       | Required if not using standard contract   | Approved  |                     |       |               | Denied - Reason | Date       |
| <b>Procurement</b> | Date Received   |   |                     |       | PO Number     | P1401216        |            |





# **ORIGINAL CONTRACT**

| Board Office Use: Legislative File Info. |                     |
|--|---------------------|
| File ID Number:                          | 13-2684             |
| Introduction Date:                       | 12/11/2013          |
| Enactment Number:                        | 13-2500             |
| Enactment Date:                          | 12/11/2013 <i>4</i> |



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

# 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 and Recommendation:** Ratification by the Board of Education of a Professional Services Contract between the District and 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: Legislative File Info. |                     |
|--|---------------------|
| File ID Number:                          | 13-2684             |
| Introduction Date:                       | 12/11/2013          |
| Enactment Number:                        | 13-2500             |
| Enactment Date:                          | 12/11/2013 <i>U</i> |



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

**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: <b>Legislative File Info.</b> |                     |
| File ID Number                                  | 13-2684             |
| Introduction Date                               | 12/11/2013          |
| Enactment Number                                | 13-2500             |
| Enactment Date                                  | 12/11/2013 <i>U</i> |



OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

Eric Clayton

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

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 08/05/2013, 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 than 12/31/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Twenty Thousand, Two Hundred Sixteen 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.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE, which shall not exceed a total cost of \$0.00.
- CONTRACTOR Qualifications / Performance of Services:**  
**CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.  
**Standard of Care:** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:



Professional Services Contract

**OUSD Representative:**

Name: STACI ROSS-MORRISON  
Site /Dept.: 305-OAKLAND TECHNICAL  
Address: 4351 Broadway  
Oakland, CA 94611  
Phone: 510-450-5400

**CONTRACTOR:**

Name: Eric Clayton  
Title: Owner  
Address: 7031 Colton Blvd.  
Oakland, CA 94611  
Phone: 510-867-0917

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

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

9. **Insurance:**

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

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

Check one of the boxes below:

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

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

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

**OR**

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

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

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

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



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 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:
  1. 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



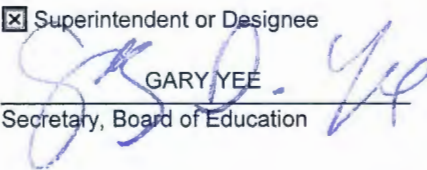
**Professional Services Contract**

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.  
  
CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.  
  
Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/epls/search.do>)
- 25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 28. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 30. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

**OAKLAND UNIFIED SCHOOL DISTRICT**

**CONTRACTOR**

MARIA SANTOS 09/04/2013  
 President, Board of Education Date  
 Superintendent or Designee  
  
 GARY YEE 12/12/2013  
 Secretary, Board of Education Date

Eric Clayton 11/11/2013  
 Contractor eSignature Date  
 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  
 Bv:

### EXHIBIT "A" SCOPE OF WORK

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

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

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.



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 expected outcomes specified from this contract, identified as an objective in the Safe and Supportive Schools grant, is for the Basic Interviewing Specialist to serve 100 students per year with the Basic Interviews to motivate students to consider the effects of substance use/abuse and participate in psychoeducational and support groups to support reduction and cessation of substance use and abuse. The outcome expected of the reduction and/or cessation of substance use is that the perception of Oakland Tech as a safe community will increase as evidenced by the CHKS survey.

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

- |   |   |
|---|---|
| <input type="checkbox"/> Ensure a high quality instructional core                 | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools                |
| <input type="checkbox"/> Create equitable opportunities for learning              | <input type="checkbox"/> Accountable for quality  |
| <input type="checkbox"/> High quality and effective instruction                   | <input checked="" type="checkbox"/> Full service community district                     |

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

Please select:

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

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

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

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



***ContractsOnline: Contract Waiver Summary***

**Site Number-Name: 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:

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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

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### Major awards/ Accreditations

|  |   |  |  |
|--|---|--|--|
| Golden Eagle Award – Top Agent in California – Aetna Life and Casualty | Most Improved Managing General Agent Award – North West Life                    | 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.         |
| Million Dollar Round Table Award                                       | Presidents Circle Gold Ring Award – Boston Mutual Life –                        |  | Emergency Medical Services Authority: First Aid – 2004                           |
| National Sales Achievement Award                                       | Outstanding Underwriting Award – Boston Mutual Life –                           |  | Emergency Medical Services Authority: CPR – 2004                                 |
| Top 20 Agents Award – Aetna Life and Casualty                          | State of California Department of Insurance: Life and Disability License – 1977 |  | National Coaching Credential: California Interscholastic Federation - 2004       |
| Agent of the year Award – Princeton Companies                          | State of California Department of Real Estate Salesperson License—2007          |  | National Coaching Certification: National Youth Sports Coaching Association-2005 |
| Executive of the year – Princeton Companies –                          |   |  |  |
| Executive of the year – F/C and Associates –                           |   |  |  |

## 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
- Agent Director - Agent recruitment and training/individual insurance life/disability sales
- North West Life Assurance
- 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@yahoo.com

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