

Board Office Use: Legislative File Info.	
File ID Number:	14-0155
Introduction Date:	02/26/2014
Enactment Number:	
Enactment Date:	



# Memo

**To:** Board of Education

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

**Board Meeting Date:** 02/26/2014

**Subject:** Professional Service Contract

**Contractor:** We Lead Ours of OAKLAND, CA

**Services for:** 922-COMPLEMENTARY LEARNING

**Board Action Requested and Recommendation:** Ratification by the Board of Education of a Professional Services Contract between the District and We Lead Ours, OAKLAND, CA, for the latter to provide: 1500 hours, at 10-12 MS and HS sites to conduct classroom and assembly anti-tobacco/marijuana presentations, drug awareness sessions for students violating OUSD tobacco/drug free policies, conduct cessation and life skills counseling, and academic advocacy. Consultant will partner with MS and HS site Coordination of Services Teams (COST) and administrators on tobacco/marijuana use referral and intervention process. Consultant will survey all program students, complete monthly reports, attend all program meetings for the period of 08/26/2013 through 06/06/2014 in an amount not to exceed \$45,000.00.

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

The Tobacco Use Prevention Education (TUPE) Grant, funded by the California Department of Education from 2013-2016, mandates that the district will implement a tobacco prevention program throughout OUSD middle and high schools including OUSD alternative schools where students are most at risk for using tobacco and other drugs. Grant activities include presentation of a research-based curriculum at all schools, a peer education program at selected sites, and intervention activities for those students found to be using or under the influence of tobacco or marijuana at school. Intervention activities also target students at risk for tobacco or other drug use.

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

1500 hours, at 10-12 MS and HS sites to conduct classroom and assembly anti-tobacco/marijuana presentations, drug awareness sessions for students violating OUSD tobacco/drug free policies, conduct cessation and life skills counseling, and academic advocacy. Consultant will partner with MS and HS site Coordination of Services Teams (COST) and administrators on tobacco/marijuana use referral and intervention process. Consultant will survey all program students, complete monthly reports, attend all program meetings

Board Office Use: Legislative File Info.	
File ID Number:	14-0155
Introduction Date:	02/26/2014
Enactment Number:	
Enactment Date:	



**Fiscal Impact:** Funding resources below not to exceed \$45,000.00  
\$45,000.00 TUPE GRADE 6-12 COHORT F

**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	14-0155
Introduction Date	02/26/2014
Enactment Number	
Enactment Date	



OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

We Lead Ours

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 08/26/2013, 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 06/06/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Forty-Five Thousand Dollars Dollars (\$45,000.00) [per fiscal year], at an hourly billing rate not to exceed \$30.00 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:* Chromebook, which shall not exceed a total cost of \$300.00.
- 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:

**OUSD Representative:**

Name: JOANNA LOCKE  
Site /Dept.: 922-COMPLEMENTARY LEARNING  
Address: 746 Grand Avenue  
Oakland, CA 94610  
Phone: 510-273-1594

**CONTRACTOR:**

Name: Trestin George  
Title: Owner  
Address: 55 SANTA CLARA AVE SUITE 220D  
OAKLAND, CA 94610  
Phone: 510-612-0170

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.











***ContractsOnline: Contract Waiver Summary***

**Site Number-Name: 922-COMPLEMENTARY LEARNING**

**Principal / Department Head: JOANNA LOCKE**

**Contractor Name: Trestin George**

**Business Name: We Lead Ours**

**Contract Type: Standard**

**Anticipated Start Date: 08/26/2013**

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

**Rate Type: HOURLY**

**Contract Amount: \$45,000.00**

***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:**



## In The Right Direction

55 Santa Clara Ave Suite 220D, Oakland, CA 94610

[www.weleadours.org](http://www.weleadours.org)

Biography of OUSD-Related Services

School Year	School Site(s)	Summary of Programs and Services
2012-2013	Reach Academy	<ul style="list-style-type: none"> <li>• Daytime Sports and Physical Education (PLC) Program</li> <li>• Community Outreach Partner that provide Reach with Volunteer support.</li> <li>• After-School Community Partner (k-2) teaching youth media broadcasting and language art skills.</li> <li>• Community advocate for Reach Academy (COST Team)</li> <li>• Provide youth with a gardening program</li> <li>• Daily meditation workshops during physical education (PLC)</li> </ul>
2012-2013	Korematsu Academy	<ul style="list-style-type: none"> <li>• Daytime Sports and Physical Education (PLC) Program</li> <li>• Boys 4<sup>th</sup> and 5<sup>th</sup> grade Leadership Club Men at Power Strategically (MAPS)</li> </ul>
Summer 2012	Reach Academy	<ul style="list-style-type: none"> <li>• Hosted a 5 week leadership day camp for youth</li> <li>• You participated in the Eco Company Fox TV show</li> </ul>
Summer 2012	Oakland Main Library	Hosted a 4 week media broadcasting club for youth ages 9 through 13. Youth learned interview, research, and reporting skills. Youth created a question of the day and randomly asked individuals in the Downtown the question. That encouraged students to practice public speaking, learn body language skills, and social interaction.
Spring 2012	Korematsu Academy	<ul style="list-style-type: none"> <li>• Daytime Sports and Physical Education (PLC) Program</li> </ul>



## In The Right Direction

55 Santa Clara Ave Suite 220D, Oakland, CA 94610

[www.weleadours.org](http://www.weleadours.org)

### Biography of OUSD-Related Services

2011-2012	Reach Academy	<ul style="list-style-type: none"> <li>• Daytime Sports and Physical Education (PLC) Program</li> <li>• After-School youth leadership program</li> <li>• After-school sports and physical education</li> <li>• After-school boys and girls body percussion classes</li> <li>• Developed Reach Academy into a Food Bank Distributor</li> <li>• Manage Reach Academy After-School Program from (February-June) after the current director resigned.</li> <li>• Hosted a school wide Jump Rope for Heart Service Learning event</li> <li>• Took 10 fifth graders to the State Capital Building for a tour of Old Sacramento</li> <li>• Provided youth with a grading program during the after-school program</li> <li>• Youth participated in poetry workshops and oratorical events.</li> <li>• Restorative justice circle group</li> </ul>
Summer 2011	Reach Academy	<ul style="list-style-type: none"> <li>• Hosted a five week summer leadership day camp</li> </ul>
Spring 2011	San Francisco City College	<ul style="list-style-type: none"> <li>• Hosted a free football skills camp for youth grades K through 12<sup>th</sup> living in the San Francisco Bay Area</li> </ul>
2010-2011	Reach Academy	<ul style="list-style-type: none"> <li>• After-School youth leadership program</li> <li>• After-School science workshops</li> <li>• Restorative justice after-school circle groups</li> <li>• After-School physical education classes</li> <li>• After-School body percussion classes</li> <li>• Daytime kindergarten body percussion classes</li> <li>• Daytime recess support</li> </ul>
Summer 2010	Santa Fe Elementary	<ul style="list-style-type: none"> <li>• Hosted a seven week summer leadership day camp</li> </ul>
Summer 2010	Oakland Technical High School	<ul style="list-style-type: none"> <li>• Hosted a free college fair for students attending OTHS for summer school.</li> </ul>
Spring 2010	Youth Uprising and Bank of America	<ul style="list-style-type: none"> <li>• Hosted a series of talent shows to inspire youth to participate in performance arts.</li> </ul>



## **In The Right Direction**

55 Santa Clara Ave Suite 220D, Oakland, CA 94610

[www.weleadours.org](http://www.weleadours.org)

**Biography of OUSD-Related Services**

2009-2010	Reach Academy	<ul style="list-style-type: none"><li>• After-School youth leadership program</li><li>• After-School physical education classes</li><li>• After-School body percussion classes</li><li>• Daytime recess support</li><li>• Daytime behavior modification workshops</li></ul>
-----------	---------------	---

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

PRODUCER  
**FOR SERVICE CALL:**  
**Frazier Insurance Agency, Inc.**  
 P.O. Box 1250  
 Midlothian, VA. 23113  
 PH (804) 754-7610 FX (804) 754-7613  
 E-Mail [JFrazier@Frazierinsurance.com](mailto:JFrazier@Frazierinsurance.com)

INSURED Sports & Recreation Providers Assn. Risk Management, Inc.

**We Lead Ours**  
**587 105<sup>th</sup> Ave. #7**  
**Oakland, CA 94603**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE	
COMPANY A	Riverport Insurance Company
COMPANY B	Berkley Life & Health Insurance Company
COMPANY C	
COMPANY D	

**COVERAGE**  
 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS	FLDG180412	09/18/13	09/18/14 12:01 AM	GENERAL AGGREGATE \$ 2,000,000.00
					PRODUCTS-COMP/OP AGG \$ 2,000,000.00
					PERSONAL & ADV INJURY \$ 1,000,000.00
					EACH OCCURRENCE \$ 1,000,000.00
					FIRE DAMAGE (Any one fire) \$ 300,000.00
					MED EXP (Any one person) \$ 5,000.00
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATU- TORY LIMITS   OTH- ER EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
 POLICY DEDUCTIBLE: \$0.00 PER EACH BODILY INJURY OR PROPERTY DAMAGE CLAIM.

**CERTIFICATE HOLDER**

The Oakland Unified School District  
 1025 2nd Avenue  
 Oakland, CA 94606

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*John W. Frazier*