

Board Office Use: Legislative File Info.	
File ID Number:	14-0301
Introduction Date:	03/12/2014
Enactment Number:	
Enactment Date:	



# Memo

**To:** Board of Education

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

**Board Meeting Date:** 03/12/2014

**Subject:** Professional Service Contract

**Contractor:** Prep Stars of America of Hayward, CA

**Services for:** 232-COLISEUM COLLEGE PREP @ HAVESC

**Board Action Requested and Recommendation:** Ratification by the Board of Education of a Professional Services Contract between the District and Prep Stars of America, Hayward, CA, for the latter to provide: Prep Stars of America will provide coaching services to CCPA student sports teams during the after school program.

Practices will be two to three times a week, and games will take place intermittently. for the period of 01/29/2014 through 06/30/2014 in an amount not to exceed \$2,500.00.

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

Sports are critically important in engaging our students in a healthy lifestyle and motivating them to achieve both in athletics and in academics. They will also be social-emotionally supported through the team dynamic and feel more connected to their school.

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

Prep Stars of America will provide coaching services to CCPA student sports teams during the after school program.

Practices will be two to three times a week, and games will take place intermittently.

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**Fiscal Impact:** Funding resources below not to exceed \$2,500.00  
\$2,500.00 General Purpose-Unrestricted

**Attachments:** Professional Services Contract including Scope of Work  
Waiver Summary  
Resume / Statement of Qualifications  
EPLS Search Results Page  
Insurance Certification (if no Waiver was granted)

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OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between Prep Stars of America  
(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 01/29/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100.00, whichever is later. The work shall be completed no later than 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed two thousand and five hundred dollars Dollars (\$2,500.00) [per fiscal year], at an hourly billing rate not to exceed \$25.00 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: AMY CAROZZA  
Site /Dept.: 232-COLISEUM COLLEGE PREP @ HAVESC  
Address: 1390 66th Ave  
Oakland, CA 94621  
Phone: 510-693-3201

**CONTRACTOR:**

Name: Clifford Chapman  
Title: Officer (Business)  
Address: 4205 Star Ridge Road  
Hayward, CA 94542  
Phone: 510-415-1933

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: 232-COLISEUM COLLEGE PREP @ HA'**

**Principal / Department Head: AMY CAROZZA**

**Contractor Name: Clifford Chapman**

**Business Name: Prep Stars of America**

**Contract Type: Standard**

**Anticipated Start Date: 01/29/2014**

**Contract End Date: 06/30/2014**

**Rate Type: HOURLY**

**Contract Amount: \$2,500.00**

***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:**

# *prep stars of America*



**FOR BOYS & GIRLS AGE 12-18**



**O**ur Recess & P.E. Performance challenge is a non-contact combine format for boys & girls with an emphasis on agility, speed, nutrition, and health. The improvement of physical skills: speed, quickness, agility, strength, and proper techniques will help address the alarming obesity rate among school age youth. There will be individual time spent with students and instruction on healthy eating and proper nutrition. Prep Stars of America's recess performance program will also instill a winning attitude, understanding teamwork, sportsmanship, and fair play. We strive to raise the level of achievement for every student we teach in a fun and safe environment. Each student graduates from our program learning valuable life skills and a love for physical movement that will last a life time.

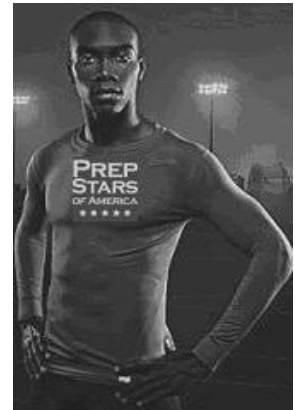
At Prep Stars of America we are committed to helping parents and children overcome obstacles so students can reach their full academic potential in the classroom!

*.....You can be the best if you learn from the best*

Prep Stars of America staff consist of current/former MLB, MLS, NFL, AFL, NCAA College athletes, and coaches who are dedicated to providing an excellent teaching experience for each an every student. Our coaches utilize the Essential Elements of Effective Instruction (EEI), an instructional strategy that accelerates student involvement and active performance learning.

*Prep Stars of America is leading the charge by partnering with schools that believe we can make a difference through proper education, nutrition, and skills development early in a child's life.*

*Sign up your school today! Like us @ [facebook.com/prepstarsofamerica](https://www.facebook.com/prepstarsofamerica)*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/30/2014

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).

<b>PRODUCER</b> Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (888) 202-3007      FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A : Hiscox Insurance Company Inc      10200 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
<b>INSURED</b> Prep Stars of America 4061 E Castro Valley Blvd #79 CASTRO VALLEY      CA 94552		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	N	UDC-1386067-CGL-13	10/01/2013	10/01/2014	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
	<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 (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS    OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER**

Oakland Unified School District  
 900 High St  
 Oakland, CA 94601

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# Certificate of Commercial General Liability Insurance

**This certificate is issued for informational purposes only.**

It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies.

Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Named Insured:	Prep Stars of America		
Insurer Name:	Hiscox Insurance Company Inc.		
Policy Number:	UDC-1386067-CGL-13		
Type of Coverage:	Occurrence		
Policy Effective Date:	October 01, 2013	Policy Expiration Date:	October 01, 2014

### Limits of Insurance

Each Occurrence:	\$ 1,000,000	
Damage to Premises Rented to You:	\$ 100,000	Any one premises
Medical Expense:	\$ 5,000	Any one person
Personal & Advertising Injury:	\$ 1,000,000	
General Aggregate:	\$ 2,000,000	
Products/Completed Operations Aggregate:	Products-completed operations are subject to the General Aggregate Limit	
General Aggregate Limit applies per:	Policy	

### Description of Endorsements/Special Provisions

Not applicable

Authorized Representative

January 30, 2014

Date

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Personal & Advertising Injury:	\$ 1,000,000	
General Aggregate:	\$ 2,000,000	
Products/Completed Operations Aggregate:	Products-completed operations are subject to the General Aggregate Limit	
General Aggregate Limit applies per:	Policy	

### Description of Endorsements/Special Provisions

Not applicable

### Additional Insured Status



Certificate holder maintains Additional Insured Status if this boxed checked.

This certificate does not grant any coverage or rights to the certificate holder. If this certificate indicates that the certificate holder is an additional insured, the policy(ies) must either be endorsed or contain specific language providing the certificate holder with additional insured status. The certificate holder is an additional insured only to the extent indicated in such policy language or endorsement.

### Cancellation

In the event of cancellation of any policy described above, the insurer will attempt to mail 10 days written notice to the certificate holder prior to the effective date of cancellation. However, failure to do so will not impose any duty or liability upon the insurer, its agents or representatives, nor will it delay cancellation.



**HISCOX INSURANCE COMPANY INC. (A Stock Company)**

233 North Michigan Avenue, Suite 1840 Chicago Illinois 60601

Oakland Unified School District

**Certificate Holder**

January 30, 2014

Date

A handwritten signature in black ink, appearing to read "Carl Bue", is written over a horizontal line.

**Authorized Representative**

January 30, 2014

Date