

Board Office Use: Legislative File Info.	
File ID Number:	14-1183
Introduction Date:	06/25/2014
Enactment Number:	
Enactment Date:	



Memo

To: Board of Education

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

Board Meeting Date: 06/25/2014

Subject: Professional Service Contract

Contractor: Ultimate Training Unlimited of San Leandro, CA

Services for: 922-FAMILY, SCHOOL AND COMMUNITY PARTNERSHIPS

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Ultimate Training Unlimited, San Leandro, CA, for the latter to provide: training for students to become Peer Resource Members who can facilitate learning related to the negative aspects of the usage of cigarettes, alcohol and marijuana. Contractor will develop a school-wide culture around positive school climate, school-wide project that provides knowledge to the entire student body. Contractor will provide classroom presentations to educate the student body, and will assist with CHKS as the Program Coordinator. for the period of 01/01/2014 through 06/15/2014 in an amount not to exceed \$700.00.

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

Students need to have knowledge of the negative aspects of Alcohol, Cigarettes and Marijuana, as well as mentoring and leadership developing and life skills training.

Discussion:
(QUANTIFY what is being purchased.)

training for students to become Peer Resource Members who can facilitate learning related to the negative aspects of the usage of cigarettes, alcohol and marijuana. Contractor will develop a school-wide culture around positive school climate, school-wide project that provides knowledge to the entire student body. Contractor will provide classroom presentations to educate the student body, and will assist with CHKS as the Program Coordinator.

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Fiscal Impact: Funding resources below not to exceed \$700.00
\$700.00 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)

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between Ultimate Training Unlimited
(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 01/01/2014, 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 06/15/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed seven hundred Dollars (\$700.00) [per fiscal year], at an hourly billing rate not to exceed \$35.00 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:

OUSD Representative:

Name: JOANNA LOCKE
Site /Dept.: 922-FAMILY, SCHOOL AND COMMUNITY PARTNERSHIP
Address: 746 Grand Avenue
Oakland, CA 94610
Phone: 5102731523

CONTRACTOR:

Name: Gregory Bailey
Title: Owner
Address: P.O. Box #793
San Leandro, CA 94577
Phone: 510-292-3260

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-FAMILY, SCHOOL AND COMMUNI

Principal / Department Head: JOANNA LOCKE

Contractor Name: Gregory Bailey

Business Name: Ultimate Training Unlimited

Contract Type: Standard

Anticipated Start Date: 01/01/2014

Contract End Date: 06/15/2014

Rate Type: HOURLY

Contract Amount: \$700.00

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:



Gregory Bailey-Consultant
Ultimate Training Unlimited

22198 Center Street #403
Castro Valley, CA 94546
510*292-3260-cell/business line
recruiter37@yahoo.com
"Professional consulting with a personal touch"

High-level **Positive School Climate Consultant** with State Accreditation and 10 years plus experience in facilitation and training focusing on Conflict Resolution, Peer to Peer Mediation, Bullying Prevention, Restorative Justice, Parent Education, and Positive School Climate.

SUMMARY OF QUALIFICATIONS

- Successfully maintained a 5 year business relationship with the Oakland Unified School District
- Accomplished a 6 year record in consistently reducing school conflicts by an average of 80%
- Expert in the field of program facilitation and implementation in both elementary and middle schools, youth-based organizations and any entity assisting youth with behavioral issues
- Excellent communication and people skills enabling strong, professional business relationships
- Ability to bridge both cultural and age gaps and create harmonic environments for all

SUMMARY OF EXPERIENCE

Conflict Resolution/Bullying Prevention

- Actively train K5-12TH grade students, teens and adults the the art of peer to peer mediation
- Implement and manage Peer to Peer Mediation training in schools reducing violence by 80%
- Create positive, open relationships with school principals, staff, and other contractors, meeting them on a monthly basis to discuss program improvements, problems, feedback and solutions.
- Facilitate Anger Management sessions with middle school children (11-14 yrs of age) and older teens resulting in a consistent reduction of class room violence
- Prepare monthly reports, provide stats and data for both administrative staff and department heads substantiating the importance and financial value of my program
- Achieved success in training teachers in 6 Hayward Unified schools, utilizing a certified violence prevention curriculum approved by the State of California
- Insightful experience in facilitating bully prevention workshops in middle schools
- 80% improvement rate in increasing positive school climate, protect against harassment based on sexual orientation and gender expression and established timelines for investigating claims of bullying.
- Attended 2012 , 3-tier "RJOY" Restorative Justice Training and received accreditation certificate
- Chaperoned 300, 7th grade middle school students to a viewing of the movie "**Bully**" in an effort to provide knowledge of the effects of bullying, resulting in a significant reduction in bullying
- Conduct 100s of successful bullying restorative justice circles with bullies and victims resulting in a significant reduction, empathy and understanding.
- Joined "COST Team" group consisting of school administrators, staff and school psychologist to develop sound plans to address any bullying and other student related issues
- Actively involved in developing ideas to inform social media sites of the effects of cyber-bullying

Mentoring and Leadership

- Provide individual mentoring, academic tutoring and life skills training to at risk youths
- Interacted with clients on weekly, hourly activities, building a trusting, positive personal relationship, which helps my clients to listen to my suggestions and keep an open mind.
- Created Client Questionnaire form to get an assessment of client's needs and focus areas
- Developed a unique, tailor- to- fit, professional but personal approach, specific to each client
- Facilitate weekly leadership group with 6th, 7th, and 8th grade student that support positive school climate lessons and techniques
- Utilize " Westlake Way" curriculum guide which included personal guides to adopting positive behavior values and morals which improved both leadership, communication and relationship skills
- Encourage student interaction to increase "buy-in" resulting in group cohesiveness.
- Created an "organic" approach to facilitating the workshop in order to keep the lessons current to their specific topics and address their questions and needs.

After-school Boy's Group Mentor/Parent Liaison/Conflict Resolution

- Exceeded program goal in increasing student knowledge of school purpose and social awareness
- Assist middle school boys in increasing positive self-esteem, self-awareness and positive communication skills with each other, female students, teachers and their parents
- Enhance positive thinking and team-building skills as well as the importance of creative thinking
- Provide support and feedback to EVCC administrative staff in discussing program improvements, problems and solutions, upcoming projects and events.
- Assist parents by providing them with knowledge of various classes, events and activities
- Joined PTA Association to prove my commitment and to increase parent involvement and support in the afterschool program and events.
- Provide day to day mediation support to a 100 plus students whenever issues arise to students teach positive decision-making skills in a social-based environment
- Assist a large diverse background of middle school children from all over the world

Positive Parenting Workshop Facilitator/ Program Coordinator-Fatherhood Program

- Facilitate weekly workshops (avg.15 parents) providing applicable positive communication and parenting techniques for parents with babies, toddlers, adolescent and teen children.
- Actively involve parents using role play, open discussion and team building techniques
- Use certified curriculum to address parent/child issues to foster positive relationships
- Solicit monthly evaluations to obtain feedback insuring needs and concerns are being addressed
- Provide skills and expertise in parenting techniques; developing, implementing and coordinating workshop curriculum specific to men with children of all ages.
- Facilitated parent and support workshops with men of various ages and ethnic backgrounds creating a culturally diverse harmonic environment of understanding including but not limited to role playing to assist dads in understanding the effects of modeling positive parenting
- Provided a 6-month program evaluation report to provide funders with program data which was an instrumental and essential factor in their decision to yearly fund the program.
- Collaborated with various father related organizations and held focus groups meetings to develop fresh ideas and to beef up recruitment numbers

BUSINESS CONTRACTS

8/05-now-**Conflict Resolution Consultant**-Westlake Middle School-Oakland, CA

8/05-current-**Conflict Resolution**-Oakland Unified School District/Oakland, CA

10/09-current- **After-school Boy's Group Facilitator/Parent Liaison/Conflict Mediator**

Eagle Village Community Youth and Family Services Inc-Oakland, CA

6/12-current- **Parenting Facilitator Consultant**/Abode Services/Sunrise Shelter/Fremont, CA

8/06-9/07- **Program Coordinator Consultant** 4Cs Child Care Coordinating Council (Father Involvement Program)/San Mateo, CA

10/06-10/09- **Mentor/Leadership Consultant**-Casey Foundation

EDUCATIONS

2011-12-Bully Prevention Training-Oakland Unified School District-Oakland, CA

2010-2013-**3 Tier Restorative Justice Training**-RJOY / Oakland Unified School District-Oakland, CA

2005- **Certificate of Achievement**/Committee for Children-Conflict Resolution Training, Oakland, CA

BUSINESS LICENSE AND ISURANCE

2005-present- **Professional Consulting Business License** City of San Leandro, San Leandro, CA

2011-current-The Hartford Insurance Company (Sentinel Insurance Co.), CA/ **Bonding Insurance**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.