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**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer

**Meeting Date** June 2, 2021

**Subject** Contract to Provide and/or Arrange for Approved Medical Personnel – Bruce Valentine – Oakland Athletic League – Community Schools and Student Services Department

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**Ask of the Board** Ratification by the Board of Education of Contract to Provide and/or Arrange for Approved Medical Personnel between the District and Bruce Valentine, Castro Valley, CA, for the latter to coordinate the scheduling and provision of Approved Medical Personnel for Oakland Athletic League at high school sports events for the period April 1, 2021 through June 30, 2021 at a cost not to exceed \$20,400.00.

**Background** In the interest of student health and safety, the District should provide Approved Medical Personnel at high school sports events who can provide first aid evaluation and services within the usual and customary scope of Certified Athletic Trainers to athletes participating in these events.

**Discussion** Vendor is a Certified Athletic Trainer with extensive experience working with youth sports and is associated with USCF Benioff Children’s Hospital’s Sports Medicine Center for Youth Athletes.

**Fiscal Impact** General Purpose/Unrestricted Funding (Resource 0000) in the amount of \$20,400.00

**Attachment(s)**

- Contract to Provide and/or Arrange for Approved Medical Personnel
- Authorization to Proceed with Consultant Contract Processing Letter

**CONTRACT TO PROVIDE AND/OR  
ARRANGE FOR APPROVED MEDICAL PERSONNEL  
BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT and  
BRUCE VALENTINE, ATC**

**1. PARTIES**

The parties to this agreement are the Oakland Unified School District ("OUSD"), on behalf of the Oakland Athletic League ("OAL"), and Bruce Valentine, ATC at 19649 Salem Rd, Castro Valley, CA 94546

**2. TERM OF CONTRACT**

The term of this agreement is April 1, 2021 through June 30, 2021, after which this agreement terminates. This agreement may be renewed or extended only pursuant to a subsequent agreement in writing signed by both parties.

**3. EARLY TERMINATION**

Either party may terminate this Agreement upon thirty (30) days written notice to the other party either with or without cause.

**4. SERVICE AGREEMENT**

A. For purposes of this agreement "Approved Medical Personnel" consist of Certified Athletic Trainers. Approved Medical Personnel may include independent contractors that agree to cover the Events.

B. Bruce Valentine agrees to coordinate the scheduling and provision of Approved Medical Personnel for OAL at high school sports events designated in advance by OAL at sites located within the OAL geographic region ("Events").

C. Bruce Valentine will be designated the contact person ("Coordinator") with whom OAL will coordinate such coverage. This contact person is responsible for arranging for Approved Medical Personnel to cover the Events. Coordinator will timely notify OAL of the Approved Medical Personnel who will cover each Event.

**5. SCHEDULING, ASSIGNING, DUTIES AND COMPENSATION FOR APPROVED MEDICAL PERSONNEL**

A. After receiving a schedule of Events from the OAL office, Bruce Valentine will arrange for Approved Medical Personnel to cover each Event.

B. To the extent reasonably possible, Events (cross country, track and field, wrestling, baseball, softball, basketball, soccer and football) will be covered by Approved Medical Personnel.

C. The duties of Approved Medical Personnel at an Event consist of being available to provide first aid evaluation and services within the usual and customary scope of practice of Certified Athletic Trainers (Athletic Training Services) to athletes participating in the Event.

D. Bruce Valentine will provide 340 hours of Athletic Training Services, at a rate of \$60.00 per hour, for a total amount not to exceed \$20,400.00. Bruce Valentine will invoice the District for services performed on a monthly basis. The District will provide payment within sixty (60) days after Bruce Valentine submits an invoice to OUSD. Should OUSD and Bruce Valentine wish for



Bruce Valentine to provide services in excess of 340 hours, this contract may be amended in writing signed by both parties. Approved Medical Personnel are not entitled to compensation from OAL for providing services under this agreement.

**6. LIABILITY, INDEMNIFICATION, AND INSURANCE**

A. Bruce Valentine shall provide evidence of personal liability insurance that names Oakland Unified School District ("OUSD") as an additional insured, for Approved Medical Personnel at OAL with at least \$1M in coverage, and furnish certificate of said insurance to OUSD.

B. OAL shall provide evidence of insurance in the form of a Certificate of Insurance with the following minimum limits for professional liability (malpractice) and general liability: \$1,000,000 per occurrence/\$3,000,000 in the aggregate.

C. Each party shall defend, indemnify, and hold the other party, its officers, employees, agents, affiliates, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, directors, employees, affiliates or agents.

**7. SPORTS NOT COVERED**

The sports of golf, swimming, bowling, tennis and badminton are excluded from the purview of this agreement, and Bruce Valentine has no obligation to provide Approved Medical Personnel for any events in these sports.

**8. EXECUTION**

This Agreement may be executed in counterparts and all such counterparts shall together constitute an agreement which shall be binding upon all parties hereto, notwithstanding that the signatures of all parties' designated representatives do not appear on the same page. The submission of a signature page by facsimile transmission shall be considered an "original" signature page for purposes of this agreement.

**9. GOVERNING LAW**

This Contract shall be governed by the law of the State of California. Venue for any claim or action arising out of this contract shall be in Alameda County, CA.

**10. NOTICES**

Any notice, request, information or other document required to be provided hereunder shall be in writing and delivered personally or sent by registered mail, postage prepaid, as follows:

To Bruce Valentine:  
19649 Salem Rd.  
Castro Valley, CA  
94546

To OUSD:  
Francisco Navarro  
Oakland Athletic League Executive Director  
900 High Street  
Oakland, CA 94609

11. COVID-19

Bruce Valentine shall perform all services in accordance with any COVID-19-related federal, state, and/or local orders, and shall immediately follow all OUSD directives regarding health and safety protocols (including but not limited to face coverings, social distancing, completion of health screeners, notice of COVID-19 positive status, participation in contact tracing efforts, etc.).

BY: Bruce Valentine Date: 4.13.2021

Bruce Valentine, ATC

OAKLAND UNIFIED SCHOOL DISTRICT

BY: Andrea Bustamante Date: 4/14/2021

Andrea Bustamante  
Executive Director, Community Schools & Student Services

Approved as to form by OUSD Staff Attorney Joanna Powell on 4/12/21.

Joanna J. Powell

OAKLAND UNIFIED SCHOOL DISTRICT

Shanthy Gonzales

Shanthy Gonzales  
President, Board of Education

Kyla Johnson-Trammell

Kyla Johnson-Trammell  
Superintendent and Secretary, Board of Education



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools,  
Thriving Students

04-21-2021

OUSD USE ONLY

Bruce Valentine  
19649 Salem Rd  
Castro Valley, CA 94546  
ATTN: Bruce Valentine

**RE: Authorization to Proceed with Consultant Contract Processing**

This letter is to inform you that you have successfully completed the consultant review process for Vendor Management in ContractsOnline for the current school year.

**This authorization shall expire at the conclusion of the 2020-2021 school year.**

**Please note that THIS IS NOT AN AUTHORIZATION TO START WORK.**

***You must complete the entire Contract Approval Process, which includes:***

**A) Final contract execution and District Approval, and/or;**

**B) Issuance of your Purchase Order Number**

whichever happens first.

Thank you for your commitment to help support and enhance the educational experience of Oakland students.

Procurement Department,  
Oakland Unified School District

## **Bruce Valentine, PTA, ATC**

Program Manager for Athletic Training Services  
UCSF Benioff Children's Hospitals Oakland  
744 52<sup>nd</sup> Street  
Oakland, CA 94609 – 1809  
BrValentine@mail.CHO.org

### **Education**

Bachelor of Arts: Kinesiology  
1993  
Cal State Hayward  
Hayward, Ca

Assoc. of Science: PTA  
2004  
Arapahoe Community College  
Littleton, Co

### **Work Experience**

Program Manager for Athletic Training Services 2005-  
2020  
Children's Hospital Oakland, Sports Medicine Center for Young Athletes  
Oakland, Ca

Management of Athletic Trainers, contract negotiation, treatment of athletic injuries, patient education, Athletic Training services including event coverage, game/practice preparation, coordination of event coverage, management of athlete development program, community education.

Program Manager for Athletic Training Services 1993-  
2005  
Sequoia Hospital Center for Sports Health  
Redwood City, Ca.

Management of Athletic Trainers, contract negotiation, treatment of athletic injuries, patient education, Athletic Training services including event coverage, game/practice preparation, coordination of event coverage, management of athlete development program, community education.

Head Athletic Trainer  
1999-2005  
Notre Dame High School

Head Athletic Trainer  
2004  
Notre Dame de Nemur University

Head Athletic Trainer  
1993-1999  
Sequoia High School

### **Licenses/Certifications/Awards**

National Athletic Trainers Assoc. 1993  
Certified Athletic Trainer

Licensed Physical Therapist Asst.  
2004  
Physical Therapy Board of California #6819

### **Continuing Education**

24<sup>th</sup> Annual ASMI Injuries in Baseball Course 1/20/06-  
1/22/06

Second Annual Concussion Summit  
4/18/08

PNF: Practical Applications to Orthopedic  
10/10/09

and Neurological Dysfunction  
PBATS/Baseball Team Medicine Conference  
1/7-9/10

2010 NSCA Youth Training Symposium 9/24-  
25/10

Children's Hospital and Research Center Oakland  
10/1/11

3<sup>rd</sup> Annual Pediatric Sports Medicine Conference  
2013 NATA Clinical Symposium  
6/27/13

Athletic Body in Balance  
11/3/13

T1 Diabetes in Sports  
12/14/13

UCSF Sports Medicine Conference:  
6/15/14

The Acutely Injured Athlete

UCSF Primary Care Sports Medicine Conference:  
12/12-13/14

ABCs of Sports Medicine

UCSF Sports Medicine AT/PT Conference 2015	6/13/15
American Medical Association Annual conference; Presenter	8/3/15
UCSF Primary Care Sports Medicine Conference; Presenter	12/10/15
UCSF Pediatric Sports Medicine conference	
1/23/16	
UCSF Sports Medicine Conference for PT/ATC	6/18/16
UCSF Primary Care Sports Medicine Conference	
12/10/16	
Pediatric Research in Sports Medicine Annual conference	1/27/17

**Presentations/Lectures/Community Events**

Speaker: The First Response; You're on the Field	11/7-
9/08	
Speaker: Head and Neck Injuries	
The Pediatric Athlete: An Orthopedic Experience	
Conference for Pediatricians	
Pediatric Sports Medicine Monterey Conference	2009
Speaker: First Response; Traumatic Injuries in Youth Sports	1/7-9/10
National Medical Association Annual Conference:	
Pediatric Section	
Speaker: Pre-participation Physical Examination	10/1/11
Children's Hospital and Research Center Oakland	
3 <sup>rd</sup> Annual Pediatric Sports Medicine Conference	
National Medical Association Annual Conference	
8/1/2012	
New Orleans; Field Assessment of Traumatic	
Injury in Youth Sports	
CALSTAR Conference, Natividad Hospital:	
7/24/2015	
Pediatrics, Continuum of Care	
Sideline Care of the Adolescent Athlete –	
An Athletic Trainer's Perspective	