

PERRIS UNION HIGH SCHOOL DISTRICT
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into by and between the Perris Union High School District of Riverside County, California, hereinafter referred to as "District," and Only Thoughts of Ownership (OTO) LLC hereinafter referred to as "Vendor" with an effective date as of the last date of signature.

WITNESSETH:

WHEREAS, it is the desire of the Governing Board of the District to contract with Vendor to provide REAL Essentials program at Pinacate Middle School to promote optimal health by addressing risky behaviors through the age-appropriate program.

WHEREAS, in consideration of the mutual promises of the parties hereto, the District hereby retains the Vendor upon the terms and conditions set forth, and the Vendor hereby accepts said retention and agrees to render the services upon said terms and conditions.

1. **TERM:** The term of this Agreement for the period commencing April 12, 2021, and terminating June 30, 2021, unless terminated earlier pursuant to Section 15.

2. **INCORPORATED DOCUMENTS:** The following documents are attached to and incorporated into this agreement: MOU Proposal from OTO

3. **SCOPE OF WORK:** As directed by the District, the Vendor agrees to the following: See attached MOU Proposal from OTO outlining Eight hours of the REAL Essentials Program with certified, trained, finger-printed, and background checked professionals.

4. **DISTRICT DESIGNEE:** Vendor shall provide its Services and Products to ChaKwan Jones, Principal of Pinacate Middle School ("District's Designee"). All Services and Products shall be subject to the approval of District's Designee.

5. **EXPENSES:** Vendor agrees and understands that some travel may be required, at Vendor's expense, to District school sites and/or to other locations. These travel expenses are not reimbursable and shall be considered to be an ordinary expense of this Agreement. Vendor shall not invoice the District for travel time from home office to a District location.

The Vendor shall assume all ordinary expenses incurred in the performance of this Agreement. Such ordinary expenses shall include, without limitation, document reproduction expenses, travel expenses, and telephone charges. Services and expenses that are above the ordinary and may be required shall not be reimbursable unless authorized in writing by the District's Designee, and shall be covered by addendum to this Agreement.

6. **SUBCONTRACTORS:** Vendor shall hire any subcontractors needed to provide the Services and/or Products, which subcontractors shall be subject to approval by the District. Any subcontractor(s) shall be at no additional expense to the District, and shall be paid from the Vendor's own resources and billings.

7. **INDEPENDENT CONTRACTOR:** Vendor shall be an independent contractor for District and not an employee. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind normally provided to employees of District, including but not limited to, state unemployment compensation or workers' compensation. Vendor assumes full responsibility for the acts and omissions of its employees or agents related to the Services contemplated by this Agreement. Vendor assumes full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes, for employees performing the Services.

The Parties acknowledge Labor Code section 2750.3 and its potential impact on independent contractor relationships. The Parties agree that: (1) Vendor shall be responsible for the control and direction of its own employees and personnel in the performance of the Services under this Agreement; (2) the Vendor's personnel shall only perform work that is outside the usual course of the District's function of educating children; and (3) Vendor's personnel shall be engaged in business independent of the District. Vendor shall defend and indemnify the District against any claim by any worker that it is actually an employee of the District.

8. **ASSIGNMENT:** Vendor shall not assign this Agreement or any interests therein without the prior written approval of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

9. **CONFIDENTIALITY:** Vendor and all personnel designated by Vendor to perform under this Agreement shall maintain the confidentiality of all information received while providing the Services and/or Products. This requirement shall extend beyond the effective termination or expiration date of this Agreement.

10. **EXECUTION OF CONTRACT:** Vendor shall not commence providing Services and/or Products under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section and Exhibit "A". In addition, Vendor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section and Exhibit "A".

11. **INDEMNIFICATION:** Vendor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Vendor, its officials, officers, employees, agents, Vendors and contractors arising out of or in connection with the performance of the Services and/or the Products or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Vendor shall defend, at Vendor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents or volunteers. Vendor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Vendor shall reimburse District and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

12. **DELIVERABLES:** The Services and/or Products required for the performance of the Services under this Agreement must be provided to the District's Designee no later than ten (10) days before the expiration of the term of the Agreement or at intermediate dates as requested by District's Designee. Failure to do so will result in the District withholding payment of progress or final invoice of Vendor until said Services and/or the Products are received by the District's Designee.

13. **FREE:** There is no fee for this program. The program is funded by a grant through the U.S. Department of Health and Human Services.

14. **PAYMENT TERMS:** N/A

15. **TERMINATION:** This Agreement may be terminated by District, for any reason, during the life of this Agreement, by giving thirty (30) days' notice to Vendor. Said notice shall be in writing and shall be delivered to the addresses listed for the Vendor. District retains right to terminate this Agreement for convenience at any time. These termination rights include any event of school closure due to Force Majeure and/or events beyond the control of the District, when the goods or services contracted for are no longer needed during the period of school closure. Due to significant budgetary shortfalls, the District is not in a position to pay for goods and services that cannot be delivered, used, or rendered. Vendor may terminate this Agreement only if District breaches this Agreement and shall give 30 days' written notice to District of its termination. Such notice shall be delivered to the District's Designee and shall set forth reasons for the termination.

16. **FORCE MAJEURE:** "Force Majeure" means any act or event that prevents or delays the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Force Majeure includes but is not limited to: (i) acts of God and other natural phenomena, such as storms, extraordinary seasonal conditions, tornados, hurricanes, floods, lightning, landslides, and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omission of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage or vandalism, epidemic, pandemic, terrorist acts, or rebellion; (iv) any industry or trade-wide national labor dispute or strike or any other strike or labor dispute not directed solely at a contractor or vendor; (v) any Utility power outage at the Premises; (vi) a reasonably unanticipated action, delay or failure to act by a Governmental Authority, including a moratorium on any activities related to this Agreement.

17. **FISCAL YEAR:** Vendor understands and agrees that this Agreement may involve services to be performed in different school fiscal years. While it is the intent of the District to utilize the Vendor continuously throughout the term irrespective of fiscal year, Vendor and District agree and acknowledge that all services in fiscal years subsequent to the fiscal year of Agreement execution is contingent upon availability of continued funding.

18. **AUTHORITY:** In accordance with California Education Code Section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted.

19. **ENTIRE AGREEMENT:** It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof, and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself. This Agreement shall be binding upon the successors and assigns of the parties.

20. **PERMITS & LICENSES:** Vendor shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the Services and/or Products.

21. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of California.

22. **COMPLIANCE:** Vendor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of the Services and/or Products, including all Cal/OSHA requirements, and shall give all notices required by law. Vendor shall be liable for all violations of such laws and regulations in connection with providing the Services and/or Products. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Vendor shall be solely responsible for all costs arising therefrom. Vendor shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations. Vendor shall provide all Services and Products under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by others in the same profession in California. Vendor represents and warrants that all employees and subcontractors have sufficient skill and experience to perform the Services and/or Products assigned to them.

23. **RECORDS:** Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

24. **FINGERPRINTING:** This contract is subject to the provisions of Education Code Section 45125.1. Vendors' employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5c and 1192.7c respectively. Vendor shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. Vendor shall certify in writing to the District that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.2. District may request the removal of an employee from a site at any time. Failure to comply with this provision may result in termination of the Contract.

25. **NONDISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. Each Contractor agrees to comply with applicable Federal and California laws including, but not limited to, The California Fair Employment Practice Act, beginning with Government Code Section 12900, Labor Code Section 1735, and Title 5, Division 1, Chapter 1, Subchapter 4 of the California Code of Regulations. In addition, each Contractor agrees to require like compliance by any subcontractors employed on the work by him.

26. **WORKERS' COMPENSATION:** In accordance with the provisions of Section 3700 of the Labor Code, Vendor shall secure the payment of compensation to his employees.

27. **WAIVER:** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

28. **SEVERABILITY:** In the event any portion of this Agreement shall be finally determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants

that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written above:

Only Thoughts of Ownership (OTO) LLC

Oliver
Vendor Signature

3072 Ploverway
Address

Perris CA, 92571
City State Zip

(626)494-7609 Oliver@oliverpetty.com
Phone Email

Perris Union High School District

[Signature]
District Signature

Purchasing Director
Title

4-1-2021
Date

Ratified- April 21, 2021
Board Approval Date

EXHIBIT "A"

Insurance Requirements

A. Minimum Requirements. Vendor shall, at its expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Vendor, its agents, representatives, employees or subcontractors. Vendor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

B. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (C) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance. Vendor shall maintain limits no less than: (A) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (B) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (C) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease.

D. Professional Liability. [INCLUDE IF APPLICABLE] Vendor shall procure and maintain, and require its sub-Vendors to procure and maintain errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

E. Insurance Endorsements. The insurance policies shall contain the following provisions, or Vendor shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(1) General Liability. The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Services and/or the Products or operations performed by or on behalf of the Vendor, including materials, parts or equipment furnished in connection with such work; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it.

(2) Automobile Liability. The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it.

(3) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Vendor.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

F. Other Requirements. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers. Any deductibles or self-insured retentions must be declared to and approved by the District. Vendor shall guarantee that,

at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (B) the Vendor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District. Vendor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

MEMORANDUM OF UNDERSTANDING

Between

Only Thoughts of Ownership and Pinacate Middle School

Pinacate Middle School teachers and administrators have observed among their student population, unhealthy risk-taking behaviors, including those that result in cyclical poverty, unhealthy relationships, dating violence and teenage pregnancy (17.8 per 1,000 in Riverside County, higher than state (15.7 per 1,000 and national averages). To address the root causes of said risk behaviors and to build relational skills and protective factors among our students, Pinacate Middle School welcomes Only Thoughts of Ownership (OTO), LLC's implementation of the REAL (Relationship Education and Leadership) Essentials lessons which are medically accurate, age-appropriate, trauma-informed and aligned to the Systematic Method for Assessing Risk Avoidance Tools and the Positive Youth Development Framework.

Pinacate Middle School is entering into this Memorandum of Understanding with OTO, LLC to address the risky behaviors outlined in the Youth Risk Behavior Surveillance Systems Report released by the CDC and the incidence of sexually transmitted diseases, HIV and unplanned pregnancies in youth ages 10-19. Pinacate seeks to promote Optimal Health for their students, healthy engagements in the school and meaningful communication with trusted adults in their lives. This project is funded by the U.S. Department of Health and Human Services, Administration for Children and Families, Administration on Children Youth and Families – Family and Youth Services Bureau through Title V Competitive Sexual Risk Avoidance Education funds. Program oversight and fidelity checks are provided by Dept. of HHS grantee, The Obria Group, which offers this Project at no cost to Pinacate Middle School through its partnership with OTO, LLC.

This MOU may be modified by mutual consent of authorized officials from Obria, OTO, LLC., and the Pinacate Middle School.

This agreement is contingent on funding availability.

Pinacate Middle School agrees to the following as a program implementation site:

- 1) To provide space, time (8 hours) and appropriate technical support to conduct REAL Essentials programming for 400 students in a virtual school setting.
- 2) To assist project staff in recruiting students to participate in any element of the Title V program
- 3) To auto-enroll students into the program or help secure parent/guardian permission for enrollment in the programming and for the collection of student survey data.
- 4) Participation in interviews with oversight staff to provide program feedback; and in site visits by federal Title V Project Officer.


OTO, LLC will deliver the following as the implementation partner:

- 1) Eight hours of evidence-based, medically accurate, age- and culturally-appropriate REAL Essentials programming with a trauma-informed approach to reduce risk factors underlying teen pregnancy.
- 2) REAL Essentials certified, trained, finger-printed and background checked professional staff who will conduct all sessions of the program with quality, fidelity to program objectives, and active engagement of youth and families.
- 3) Coordination and oversight of all project activities.
- 4) Direct participation in process and implementation evaluation to establish Project merit.
- 5) Regular communications with designated school staff to schedule facilities use, activities, visits with OPA Project Officers or Grantee Personnel to conduct oversight and fidelity checks, to review progress and communicate program outcomes with school staff and project partners.
- 6) All program materials required for the implementation of the program.
- 7) Information about the Project to raise awareness with youth, their families, and key stakeholders.
- 8) Snacks/meals, program "swag" and other student incentives for program participation and completion.


 Signature PUTSD for
 (Insert name, title) PinacateMiddle School

Oliver Petty, CEO
 (Insert name, title) OTO, LLC

Dawn Bray, Purchasing Director
 Signature Name/Title


 Signature

4-1-2021
 Date

03/08/2021
 Date

SRAE Competitive Grant Scope & Sequence
REAL Essentials Starting Point 4th Edition Aug 2017
Optimal Health Program for At-Risk Youth presented by Best Version of You Community

	Topic:	Time:	Page:
Session #1:			
Meet-N-Greet	Inclusivity and creating a safe space for participation of all students. Define what healthy friendships are. Articulate the benefits of setting boundaries.	10 min	Pg. 85 Pg. 91
Norms/Expectations		5 min	
Survey		15 min	
True Friendship		20 min	
Friendships and Boundary Setting		10 min	
Session # 2:			
Basic Needs of the Heart	Self-Discovery and social and emotional competencies.	10 min	pg. 21
How Do You Feel Loved?	Self-Discovery, filling up your love tank and learning love language.	30 min	pg. 113
Are You Enough?	Assure students of their worth, regardless of merit.	10 min	pg. 27
Session # 3:			
The Media's Influence	Discover cultural influences in their lives.	20 min	pg. 135
Personality Styles	Self-Discovery and respect for self and others.	40 min	pg. 31
Session # 4:			
What's So Special About Me?	Recognition of your own uniqueness.	20 min	pg. 65
Whole Person Health	Holistic Health: Physical, Intellectual, Emotional, Social, Spiritual, Financial	20 min	pg. 59
Asset Assessment	Student's and parent(s)/trusted adult(s) work together to identify developmental assets.	20 min	pg. 45
Session # 5:			
Toxic Friendships	Identify warning signs of toxic friendships	20 min	pg. 107
Healthy Relationships	The characteristics of healthy relationships	10 min	pg. 117
Communicating Effectively	Communication, Conflict Resolution, Overcoming Peer Pressure	20 min	pg. 167

SRAE Competitive Grant Scope & Sequence
REAL Essentials Starting Point 4th Edition Aug 2017
Optimal Health Program for At-Risk Youth presented by Best Version of You Community

Session # 6:			
Settings Boundaries Early	The value of setting boundaries, conflict resolution and overcoming peer pressure.	10 min	pg. 185
Obstacles to Success: Fact or Fiction?	Myths about effects of drugs, alcohol and tobacco.	20 min	pg. 143
Feelings vs Behavior Train	Honoring feelings, self- regulation and decision-making	10 min	pg. 171
Making Healthy Decisions	Seven steps of healthy decision making and real-life skills.	20 min	pg. 175
Session # 7:			
Decision Making and Goal Setting	Making decisions: today's choices can affect the outcomes of tomorrow.	20 min	pg. 209
Future Orientation	Life mapping.	10 min	pg. 213
Let's Get Cookin'	My life recipe and success sequence.	20 min	pg. 217
Session # 8:			
Dreams and Goals Kite	Visualize what you want for your life.	20 min	pg. 191
Kite Flight Busters	Barriers to reaching goals.	10 min	pg. 195
Dreaming of Your Future by Reaching Higher	Conceptualize your future and realize higher goals	10 min	pg. 201
Share stories		5 min	
Survey		15 min	

SRAE Competitive Grant Scope & Sequence
REAL Essentials Starting Point 4th Edition Aug 2017
Optimal Health Program for At-Risk Youth presented by Best Version of You Community

Check the box to indicate you reviewed and agree:	Approval Item:
<input type="checkbox"/>	SRAE Competitive Grant Scope & Sequence for grade levels 6th-8th (provided above)
<input type="checkbox"/>	SRAE Parent Consent Form: Click here to view.

Your signature below indicates you have reviewed and approved the Parent Consent Form and SRAE Competitive Grant Scope and Sequence.



Sign

Dawn Bray

Print Name

4-1-2021

Date

Purchasing Director

Position/Title

