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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Sabrina Moore, Continuous School Improvement Department

Meeting Date January 11, 2023

Subject Services Agreement with Public Works, LLC for the District Redesign for Oakland Unified School District, Continuous School Improvement Division

Ask of the Board Approve Services Agreement
 Ratify Services Agreement

Services Consultant will provide a team of highly skilled and experienced individuals with expertise in conducting central office staffing and redesign projects. District Redesign for Oakland Unified School District, Continuous School Improvement Division.

Term Start Date: December 27, 2022 End Date: June 30, 2023

Not-To-Exceed Amount \$148,060.00

Competitively Bid [Yes] RFP #22-127CSI

In-Kind Contributions N/A

Funding Source(s) Resource 0040/AB1840 Unrestricted

Background Public Works LLC will assist OUSD in reaching its goals of providing an appropriate level of staffing in the central office Continuous School Improvement (CSI) Division in order

to reach its goals of the Local Control and Accountability Plan (LCAP) and most beneficial to OUSD and its students.

Public Works, LLC will conduct an analysis of the level of staffing within the CSI Division and associated Departments. They will interact with the CSI Department Leads to understand the goals and work plans of each Department. Meet with key groups within the District and review key guiding documents in order to analyze each CSI Department.

Attachment(s)

- Service Agreement with Public Works, LLC
- Schedule of Deliverables
- RFP #22-127CSI – District Redesign
- RFP #22-127CSI Proposal, Public Works, LLC

SERVICES AGREEMENT 2022-2023

This Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):
Public Works, LLC

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date (“Start Date”):
December 27, 2022.

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.

- b. The work shall be completed no later than the below date (“End Date”):
June 30, 2023.

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. **Services.** VENDOR shall provide the services (“Services”) as described in #1A and #1B of **Exhibit A**, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of **Exhibit A** whether and how its services would be able to continue.

3. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.

- b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).
4. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In accordance with Paragraph 8 (Compensation), the Services performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the Services, in whole or in part, if OUSD, in its sole discretion, determines that the Services were not performed in accordance with this Agreement.
5. **Data and Information Requests.** VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.
6. **Confidentiality and Data Privacy.**
 - a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.

- b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.
 - (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E (available here).
 - (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement ([available here](#)).
 - (iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
 - c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.
7. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this Agreement without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters,

including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

8. **Compensation.** OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A**.

- a. The compensation under this Agreement shall not exceed:
\$148,060.00.

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

- b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
- c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.
- d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.
- e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES,

particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.

9. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
10. **Invoicing.** Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services

are provided in-person or not.

- f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

11. **Termination and Suspension.**

- a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
- b. Due to Unforeseen Emergency or Acts of God. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if there is an unforeseen emergency or an Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
- c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the

termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

- d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
- e. If OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of Services, then the OUSD Superintendent or an OUSD Chief or Deputy may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend the Agreement, in which case VENDOR shall stop providing Services under the Agreement until further notice from OUSD. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of suspension.

12. **Legal Notices.** All legal notices provided for under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 440
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

VENDOR

Name: Eric Schnurer
Title: President, Public Works, LLC
Address: 1690 East Strasburg Road
City, ST Zip: West Chester, PA 19380
Phone: (610) 296-9443
Email: ESchnurer@Public-Works.org

Notice shall be effective when received if personally served or

emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

13. Status.

- a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees 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. VENDOR 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 VENDOR's employees.
- b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If VENDOR is a business entity, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and VENDOR is in writing;
 - (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
 - (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
 - (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved

- in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the Services;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

14. Qualifications and Training.

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will performed the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in 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, if VENDOR was selected, at least in part, on such representations and warrants.

15. Certificates/Permits/Licenses/Registration. VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. **Insurance.**

- a. Commercial General Liability Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. 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 VENDOR. The policy shall protect VENDOR 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.
- b. Workers' Compensation Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR 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 (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

17. **Testing and Screening.**

- a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code

section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.

- b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in **Exhibit A**, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. VENDOR confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD.

Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

- c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) fingerprinting and subsequent arrest notification services.
- d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

18. **Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of Services. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident

reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

- b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

19. **Coronavirus/COVID-19.**

- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.
- c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR (i) tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
- d. In addition to the requirements of subparagraph (c), VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of

OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.

- e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
20. **Assignment.** The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
21. **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, VENDOR 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, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR 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, sexual orientation, or other legally protected class.
22. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
23. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
24. **No Rights in Third Parties.** This Agreement does not create any

rights in, or inure to the benefit of, any third party except as expressly provided herein.

25. **Conflict of Interest.**

- a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
- b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.

26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, VENDOR certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

27. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 8 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether

any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.

28. **Indemnification.**

- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“OUSD Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR’s performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“VENDOR Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD’s own expense, including attorneys’ fees and costs.

29. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other

representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.

30. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
32. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both PARTIES.
33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
35. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly

disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.

36. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
37. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
38. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
39. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
 - b. Notwithstanding subparagraph (a), only the Superintendent,

Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.

- a. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

41. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

VENDOR

Name: Eric B. Schurer

Signature: 

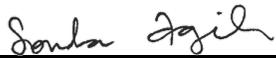
Position: President

Date: 12/28/2022

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for

any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. **VENDOR specifically acknowledges and agrees to this term/condition on the above date.**

OUSD

Name: Sondra Aguilera Signature: 

Position: Chief Academic Officer Date: 12/27/2022
 Board President
 Superintendent
 Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell Signature: 

Position: Secretary, Board of Education Date: 1/26/2023

Template approved as to form by OUSD Office of the General Counsel.

EXHIBIT A

1A. **General Description of Services to be Provided:** *Provide a description of the service(s) VENDOR will provide.*

Public Works, LLC will conduct an analysis of the level of staffing within the Continuous School Improvement (CSI) Division and associated Departments. They will interact with the CSI Department Leads to understand the goals and work plans of each Department. Meet with key groups within the District and review key guiding documents in order to analyze each CSI Department.

1B. **Description of Services to be Provided During School Closure or Similar Event:** *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

No, services would not be able to continue.

Yes, services would be able to continue as described in 1A.

Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

Click or tap here to enter text.

1C. **Rate of Compensation:** *Please describe the basis by which compensation will be paid to VENDOR:*

Hourly Rate: \$Click or tap here to enter text. per hour

Daily Rate: \$Click or tap here to enter text. per day

Weekly Rate: \$Click or tap here to enter text. per week

Monthly Rate: \$24,676.67 per month

Per Student Served Rate: \$Click or tap here to enter text. per student served

Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:

Click or tap here to enter text.

2. **Specific Outcomes:** *(A) What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need? (B) Please*

describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..." C. If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."

The outcome of this service is a written analysis of each CSI Department against the LCAP goals and recommendations for consideration that augment CSI Department configurations.

3. **Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds):** *Please select the appropriate option below:*

Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:

Click or tap here to enter text.

Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:

- Meeting announcement for meeting in which the SPSA modification was approved.
- Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
- Sign-in sheet for meeting in which the SPSA modification was approved.

4. **Adapting Services for Students with Disabilities:** If VENDOR will provide direct services to students under this Agreement, describe the manner in which services will be accommodated, modified, or otherwise adapted to meet the unique needs of students with disabilities:

N/A

5. **Waivers:** *OUSD has waived the following. Confirmation of the waiver is attached herewith:*

Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)

- Corporal Punishment Insurance Coverage. (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person or virtual) with OUSD students.)
- Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)
- Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)
- Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students.)

Schedule of Deliverables

Tasks	Timeline
Initial project planning and ongoing consultation with district leadership team	December
Review district Guiding Documents (LCAP, Systemic Instructional Review (SIR), CCEIS, Strategic Plan)	After January 11th Board Meeting Contract Approved
Data request from Public Works to OUSD	January 12-13th following Board approval
Planned interviews /Focus Groups <ul style="list-style-type: none"> • Kick off January 12th-13th w/CSI Leads • Interviews CSI Leads January • Community forum January - February • Principal / Staff in-person focus groups January - February. 	
Develop preliminary findings	February / March
List of preliminary findings and recs to OUSD	March 9
Conference call with OUSD leaders (or 3/13) to review and discuss preliminary findings and provide feedback	March 10th-13th
Draft report to OUSD w/ the Rationale of findings / recommendations	March 15- 20th
Feedback on Draft / Rationale of findings and recommendation from OUSD to Public Works	March 23rd
Finalized Report from Public Works to OUSD	March 31st



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) 22-127CSI

**DISTRICT REDESIGN
FOR OAKLAND UNIFIED SCHOOL DISTRICT, CONTINUOUS
SCHOOL IMPROVEMENT DIVISION**

*** Submit proposals and all questions/inquiries to:**

**OAKLAND UNIFIED SCHOOL DISTRICT
Attention: Procurement Department
900 High Street, 2nd Floor
OAKLAND, CA 94601**

email: procurement@ousd.org

phone: (510) 879-2990

**Proposals Due:
November 11, 2022**

THE TERMS AND CONDITIONS OF THIS CONTRACT ARE GOVERNED BY
THE CALIFORNIA EDUCATION AND PUBLIC CONTRACT CODES.

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Submission Deadline & Process:

Bids must be received prior to **Friday, November 11, 2022, 2:00 p.m.**

Provider to submit:

- (1) Hardcopy Proposal
- (1) USB - Electronic RFP version

Proposal shall be clearly marked: **Response to RFP No. 22-127CSI**

Proposal shall be submitted to:

OAKLAND UNIFIED SCHOOL DISTRICT
DISTRICT REDESIGN FOR OAKLAND UNIFIED SCHOOL DISTRICT,
CONTINUOUS SCHOOL IMPROVEMENT DIVISION
Attention: PROCUREMENT DEPARTMENT
900 High Street
OAKLAND, CA 94601

Bids received later than the designated time and specified date will be returned to the proposer unopened. ***Facsimile (FAX) copies of the proposal will not be accepted.***

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any irregularity in the bidding process.

Copies of the RFP/Bid documents may be obtained from **Oakland Unified School District, Procurement Department's website** <https://www.ousd.org/procurement>, if you have specific questions or concerns regarding RFP, you may contact us by email to: procurement@ousd.org.

RFP SCHEDULE OF EVENTS

The following schedule will be used by the District for this RFP.

DATE	ACTION
RFP Posting/First Advertisement:	October 14, 2022
Pre-Bid Conference:	November 1 , 2022 @ 3:15 p.m. (Zoom link on Procurement Website)
Deadline for Questions:	November 3, 2022 @ 2:00 p.m.
Proposal/Bid Submitted to District:	November 11 , 2022 @ 2:00 p.m.
Proposal/Bid Opening:	November 15, 2022 @ 4:00 p.m (Zoom link on Procurement Website)
Potential Interviews (If Necessary):	November 2022
Final Award of RFP (BOE):	November 2022
Contract Start Date:	December 2022

OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at www.ousd.org/procurement.

Proposers are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Proposers known to have received a copy of the RFP. Proposers must acknowledge receipt of any and all RFP amendments. This shall be done by signing the Acknowledgement of Amendment(s) to RFP form. If a Proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics
rosaura.altamirano@ousd.org

The District will advise all Proposers known to have received a copy of the RFP of the explanation or clarification, by email or by formal RFP amendment via email as the District may in its sole discretion deem appropriate.

Published: Oct 14, 2022

GENERAL INFORMATION AND SPECIFICATIONS

GENERAL INFORMATION ABOUT THE OAKLAND UNIFIED SCHOOL DISTRICT

The District is located in and is approximately coterminous with the City of Oakland, California, located on the east side of the San Francisco Bay, approximately 10 miles from San Francisco. The District's boundaries also include small portions of the neighboring cities of Emeryville and Alameda.

The Oakland Unified School District (District) operates under a locally-elected seven member Board form of government and provides educational services to grades CDC/Pre-K - Adult. The District operates eighteen (18) child development centers, forty-seven (47) elementary schools, eleven (11) middle schools, ten (10) high schools, five (5) K-8, four (4) K-12, six (6) alternative ed and other programs as well. The District serves approximately 36,886 students. We encourage you to visit our website (<http://www.ousd.org>) for more information about the District.

The District reserves the right to issue other contracts to meet its requirements. Contract award does not preclude the District from using any other service providers for the same contracted services as those secured through this RFP. An underlying principle of this RFP is best value. Best value is determined through a process that evaluates strengths, weaknesses, risks and exemplary customer service.

OBJECTIVES

OUSD Continuous School Improvement (CSI) Division, composed of 23 Departments, is committed to ensuring our District is focused on our vision, mission and values. The objective of this analysis is to ensure that school sites are supported by an efficient central office staff to reach the goals of the Local Control and Accountability Plan (LCAP). The requested analysis of the CSI Division is to focus on the level of staffing necessary to reach intended goals of the LCAP and the District vision, mission and values. The product that is expected is a written document that provides an analysis of each Department within the CSI Division.

The CSI Departments include:

Department Name	Department #
Adult Education	400
Chief Academic Officer	903
Academics and Instruction	909
Early Childhood	910
HS Linked Learning	912
Community Schools & Student Services	922
Elementary Network 4	923
Counseling	928
Office of Equity	929
Oakland Athletic League	933
Summer Learning	937
Research Assessment & Data	948
Strategic Resource Planning	950
English Language Learner and Multilingual Achievement (ELMA)	954
Continuous School Improvement	956
Elementary Network 2	962
Elementary Network 3	963
High School Network	964
Middle School	965
Health Services (Nurses)	968
Special Education	975
SELPA	976
Indian Education	959

SCOPE OF WORK

The Oakland Unified School District is seeking a provider that can conduct an analysis of the level of staffing within the CSI Division and associated Departments. Provider(s) will interact with the CSI Department Leads to understand the goals and work plans of each Department. Provider(s) will meet with key groups within the District and review of key guiding documents in order to analyze each CSI Department.

TERM

December 2022

SPECIFIC ACTIVITIES REQUIRED

- Understand the Vision, Mission, Values and LCAP Goals of the District;
- Analysis of Department organizational charts and guiding documents;
- Interviews with CSI Department Leads;
- Interviews with key groups within the District (Students, staff, parents); and
- Written analysis of each CSI Department and possible recommendations to consider for augmenting CSI Departments.

WHAT ARE THE OUTCOMES FROM PROVIDER SERVICES

The outcome of this service is a written analysis of each CSI Department against the LCAP goals and recommendations for consideration that augment CSI Department configurations.

WHY ARE PROVIDER SERVICES NEEDED?

OUSD is seeking a skilled, external organization to analyze CSI Departments against achieving District vision, mission, values and LCAP goals.

RECEIPT OF PROPOSAL PACKAGES:

Sealed Proposal packages shall be delivered to the **Procurement Department** no later than **Friday, November 11, 2022, 2:00 p.m.**

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the **Procurement Department, 900 High Street 2nd Floor Oakland, CA 94601 between the hours of 9:00am - 2:00pm.** All proposals delivered after scheduled closing time for receipt of proposals will not be considered.

Contractors are required to send **one (1) original, (1) electronic copy on a USB flash drive**, of their proposals. Incomplete proposals may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all proposals. The District may negotiate the terms of the contract, including but not limited to pricing, with the selected Contractors prior to entering into a contract. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

Local Business Program

In order to provide economic opportunity for Oakland residents and businesses and stimulate economic development in Oakland, the District has implemented a Local, Small Local and Small Local Resident Business Enterprise Program (“Local Business Program”). The District encourages Local, Small and Small Local Resident Businesses to apply.

Contractors claiming preference as a **certified** Oakland Small Business must attach a copy of their certification letter to their bid. This RFP, and subsequent amendments and/or updates will be available at: <https://www.ousd.org/procurement>. **Contractors are responsible for checking this website for information and changes to this RFP.**

PROPOSAL EVALUATIONS AND SCORING

This request is designed to select the Proposer that works best for the District. Proposals will be reviewed for content, completeness, experience, qualifications, price, means of providing service and ability to provide the best solution for the District. By responding to this request, proposer acknowledges that selection will be based on a comprehensive submission that meets or exceeds District requirements.

The District reserves the right without limitation to:

- Reject any or all proposers and to waive any minor informalities or irregularities
- Interview one or more proposers
- Enter into negotiations with one or more proposers
- Execute an agreement with one or more proposers
- Enter into an agreement with another proposer in the event that the original selected proposer defaults or fails to execute an agreement with the district

Best Value Scoring

- A. Proposals may earn a maximum of 1,000 best value points, as indicated in the table below.

Best Value Points	
Value Category	Maximum Points
1. Proposal Responsiveness	250
2. Ability to Execute Scope of Work	250
3. Cost to the District	250
4. Ability to Deliver, Experience and References	250
Total	1000

- B. Each best value category shall be scored separately using the scoring guide below.

Scoring Guide

	QUALITY OF RESPONSE	STRENGTHS	WEAKNESSES	CONFIDENCE IN RESPONSE	POINTS
EXCEPTIONAL RESPONSE	Addresses the requirements completely, exhibits outstanding knowledge, creativity, innovation or other justifying factors	Meets all Requirements - numerous strengths in key areas.	None	VERY HIGH	100%
GOOD RESPONSE	Addresses the requirements completely and some elements in an outstanding manner.	Meets all requirements - some strengths in key areas	Minor; not in key areas	HIGH	75%
ADEQUATE RESPONSE	Addresses most elements of the requirements.	Meets most requirements – some strengths provided	Moderate: does not outweigh strengths	ADEQUATE	50%
MARGINAL RESPONSE	Meets some of the requirements	Meets some requirements with some strengths.	Exist in key areas; outweighs strengths	LOW	25%
INADEQUATE RESPONSE	Meets a few to none of the RFP requirements.	Few or no clear strengths.	Significant and numerous	NONE	0%

Submission Instructions and Criteria for Best Value Scoring

All Four (4) Value Categories

The following criteria will be considered and kept in mind when allocating points in each of the four Value Categories:

RFP responses demonstrate a clear understanding of and alignment with the District's objectives.

In your response to this RFP, please be sure to label each Value Category and carefully respond to each of the below requirements.

Value Category 1: Proposal Responsiveness (250 Points)

Proposal Responsiveness shall include the following elements:

Part I: Cover Letter

The cover letter shall include a brief statement of intent for the services offered to the District, and signature of an authorized officer of the organization, who has legal authority in such transactions. The cover letter shall provide the name, position and full contact information for the individual designated as the Proposer's contact for this proposal.

Part II: Response to Value Category 2 (see below)

Part III: Response to Value Category 3 (see below)

Part IV: Response to Value Category 4 (see below)

Part V: Completion of List of Exhibits (beginning on page 32)

Value Category 2: Ability to Execute Scope of Work (250 Points)

- Describe how the provider would assist the District in reaching its goals as set forth in this RFP. The provider should fully explain in detail how they would work with the district and why their solution would be most beneficial to the District.
- Describe plan on how the provider will plan to conduct analysis of the level of staffing with CSI Division and associated Departments, plan for interviews, meet with department leads and ultimately finalize a written analysis and provide recommendations.

Value Category 3: Cost to the District (250 Points)

Provider shall return a fully executed RFP price form, fully executed in accordance with the instruction to the District. Providers can complete the standard Price Template located in Exhibit C (Proposal Price Form) on page 37 or submit its own price document.

Value Category 4: Ability to Deliver, Experience and References (250 Points)

The provider shall show it possesses the demonstrated skills, knowledge and experience in the areas mentioned of the RFP. This section shall include the following elements:

1. Give a background of the company and detail any projects that relate specifically to this RFP.
2. List how long the company has been in business conducting this type of service.
3. Resume(s) of staff member(s) to be assigned to this project
4. Provide a list of references of at least three (3) agencies (preferably California Public School Districts) serviced by the provider within the past five (5) years. Provider can complete the Reference Template located in Exhibit B or submit its own reference document.

SAMPLE OF OUSD SERVICE CONTRACT TO SIGN UPON AWARDED OF RFP
(DO NOT ADJUST TO CHANGE)

SERVICES AGREEMENT 2022-2023

This Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):

The parties hereby agree as follows:

1. Term.

a. This Agreement shall start on the below date (“Start Date”): If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the Parties signed this Agreement.

b. The work shall be completed no later than the below date (“End Date”): If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. Services.

VENDOR shall provide the services (“Services”) as described in #1A and #1B of Exhibit A, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of Exhibit A whether and how its services would be able to continue.

3. Alignment and Evaluation.

a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.

b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD’s evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR’s employees, and each of VENDOR’s subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR’s employee(s), and VENDOR’s

subcontractor(s).

4. Inspection and Approval.

VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In accordance with Paragraph 8 (Compensation), the Services performed by Vendor must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the Services, in whole or in part, if OUSD, in its sole discretion, determines that the Services were not performed in accordance with this Agreement.

5. Data and Information Requests.

VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

6. Confidentiality and Data Privacy.

a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.

b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.

(i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E (available

here).

(ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement (available here).

(iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.

c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.

7. Copyright/Trademark/Patent/Ownership.

VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this Agreement without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

8. Compensation.

OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in Exhibit A.

a. The compensation under this Agreement shall not exceed:

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

b. OUSD shall not pay and shall not be liable to VENDOR for any

costs or expenses paid or incurred by VENDOR not described in Exhibit A.

c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.

d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.

e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the Parties, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.

9. Equipment and Materials. VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.

10. Invoicing. Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.

a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).

b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements

before OUSD will pay the invoice.

c. Invoices must be submitted monthly, and within 30 days of the conclusion of the applicable billing period, unless otherwise agreed. OUSD reserves the right to refuse to pay untimely invoices.

d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.

e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.

f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

11. Termination.

a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.

b. Due to COVID-19. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.

c. For Cause. Either Party may terminate this Agreement by giving

written notice of its intention to terminate for cause to the other Party. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either Party is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

12. Legal Notices.

All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other Party at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 300
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

VENDOR

Name:
Title:
Address:
City, ST Zip:
Phone:
Email:

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either Party must give written notice of a change of mailing address or email.

13. Status.

a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees 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. VENDOR 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 VENDOR's employees.

b. If VENDOR is a natural person, VENDOR verifies all of the following:

(i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;

(ii) VENDOR's work is outside the usual course of OUSD's business; and

(iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.

c. If VENDOR is a business entity, VENDOR verifies all of the following:

(i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;

(ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;

(iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;

(v) VENDOR maintains a business location that is separate from the business or work location of OUSD;

(vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;

(vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;

- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the services;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractors State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

14. Qualifications and Training.

a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.

b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in 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, if VENDOR was selected, at least in part, on such representations and warrants.

15. Certificates/Permits/Licenses/Registration.

VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. Insurance.

a. Commercial General Liability Insurance. Unless specifically waived by OUSD as noted in Exhibit A, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each

new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. 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 VENDOR. The policy shall protect VENDOR 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.

b. Workers' Compensation Insurance. Unless specifically waived by OUSD as noted in Exhibit A, VENDOR 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 (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

17. Testing and Screening.

a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in Exhibit A, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.

b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in Exhibit A, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. VENDOR confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services.

d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

18. Incident/Accident/Mandated Reporting.

a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

19. Coronavirus/COVID-19.

a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.

b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.

c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.

d. VENDOR agrees to immediately adhere to and follow any OUSD

directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.

e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

20. Assignment.

The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

21. 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, VENDOR 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, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR 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, sexual orientation, or other legally protected class.

22. Drug-Free/Smoke Free Policy.

No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

23. Waiver.

No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.

24. No Rights in Third Parties.

This Agreement does not create any rights in, or inure to the benefit of, any third party

except as expressly provided herein.

25. Conflict of Interest.

a. VENDOR shall abide by and be subject to all applicable regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.

26. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

Through its execution of this Agreement, VENDOR certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

27. Limitation of OUSD Liability.

Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 8 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.

28. Indemnification.

a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“OUSD Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR’s performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.

b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“VENDOR Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD’s own expense, including attorneys’ fees and costs.

29. Audit.

VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR’S normal business hours, unless VENDOR otherwise consents.

30. Litigation.

This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California’s principles and laws regarding conflict of laws. The Alameda County Superior Court shall

have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

31. Incorporation of Recitals and Exhibits.

Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.

32. Integration/Entire Agreement of Parties.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

33. Severability.

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

34. Provisions Required By Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

35. Captions and Interpretations.

Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

36. Calculation of Time.

For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.

37. Counterparts and Electronic Signature.

This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either Party and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing Party and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each Party waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

38. W-9 Form.

If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.

39. Agreement Publicly Posted.

This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

40. Signature Authority.

a. Each Party has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.

c. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or

not such materials are complete or incomplete or are in final or draft form.

41. Contract Contingent on Governing Board Approval.

OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto agree and execute this Agreement and to be bound by its terms and conditions:

VENDOR

Name: _____

Signature: _____

Position: _____

Date: _____

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the Parties, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD

Name: _____

Signature: _____

Position: _____ Date: _____

- Board President
- Superintendent
- Chief/Deputy Chief

Name: Kyla Johnson-Trammell _____

Signature: _____

Position: Secretary, Board of Education _____

Date: _____

Template approved as to form by OUSD Office of the General Counsel.

Sample Contract - Exhibit A

1A. General Description of Services to be Provided: *Provide a description of the service(s) VENDOR will provide.*

1B. Description of Services to be Provided During School Closure or Similar Event: *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

- No, services would not be able to continue.
- Yes, services would be able to continue as described in 1A.
- Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

1C. Rate of Compensation: *Please describe the basis by which compensation will be paid to VENDOR:*

- Hourly Rate:
- Daily Rate:
- Weekly Rate:
- Monthly Rate:
- Per Student Served Rate:
- Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:

2. Specific Outcomes: *(A) What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need? (B) Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..." C. If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."*

3. Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds): *Please select the appropriate option below:*

Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:

Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:

- Meeting announcement for meeting in which the SPSA modification was approved.

- Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.

- Sign-in sheet for meeting in which the SPSA modification was approved.

4. Waivers: *OUSD has waived the following. Confirmation of the waiver is attached herewith:*

Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person *or virtual*) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)

Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)

Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)

Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person *or virtual*) with OUSD students.)

Proposer/ Vendor Forms Checklist to Complete

- Exhibit A Standard Form Response
- Exhibit B Reference Worksheet (3 minimum)
- Exhibit C Proposal Price Form
- Exhibit D Terms and Conditions
- Exhibit E Certification regarding Debarment, suspension, ineligibility
- Exhibit F Insurance
- Exhibit G Worker's Compensation Certificate
- Exhibit H Fingerprinting Certificate
- Exhibit I Non- Collusion Declaration
- Exhibit J Piggyback Clause
- Exhibit K Authorized vendor Signature
- Exhibit L Data Request- OUSD Data Privacy

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached, if necessary. See Sections A, B and C below.

Exhibit A

Standard Form Response:

A. GENERAL INFORMATION

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

2. Tel: _____ Website: _____ Email: _____

3. Is the Company a Certified Oakland Small Business? Yes No

4. Type of Company: (check one)

Individual Partnership Corporation

5. Names and titles of all principals/officers/partners of the company:

Name, Title	Location	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Point of Contact if Contract is Awarded:

Name, Title	Location	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. LEGAL INFORMATION

1. Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?

Yes No

If yes, provide the name of the school district or school and briefly detail the dispute.

2. Has your company ever had a contract terminated for convenience or default in the prior five years?

Yes No

If yes, provide details including the name of the other party:

3. Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

Yes No

If yes, provide details:

4. Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?

Yes No

If yes, provide details:

Exhibit B

References:

To be submitted for each of the three to five (5) references required.

Reference 1:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

Reference 2:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

Reference 3:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

**Exhibit C
Proposal Price Form**

Service Description:

Annual Pricing:

Total Annual Amount of Proposal:

Additional Fees or Special Request Costs:

Signature _____

Print Name: _____

Title: _____

Company Name: _____

Print Name: _____

Date: _____

Exhibit D
Terms and Conditions

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. Equal Opportunity – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder 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, Bidder agrees to require like compliance by all its subcontractors. Bidder 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.
2. Errors and Omissions – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.
3. Bidder Agreement – In compliance with this RFP, the bidder will propose

and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this

MOU, Contractor shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

9. Disposition of Proposals – All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFP.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing

and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Signature: _____

Date: _____

EXHIBIT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither _____ nor [Name of Bidder] its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the _____ day of _____ [PLACEHOLDER FOR DATE] for the purposes of submission of this bid.

By

(Signature)

Typed or Printed Name

Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the _____ day of _____ [PLACEHOLDER FOR DATE] for the purposes of award of this contract.

By

(Signature)

Typed or Printed Name

Title

EXHIBIT F INSURANCE

All Bidders must submit with its proposal evidence that the Bidder can meet the following insurance requirements:

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.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of no less than Five Million Dollars (\$5,000,000) 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.

EXHIBIT G
WORKERS COMPENSATION CERTIFICATE

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am 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 the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor Name: _____

By _____

Signature of Authorized Signer _____

Title of Signor _____

By _____

Signature of Authorized Signor

Title of Signor

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

EXHIBIT H

FINGERPRINTING CERTIFICATION

To the Governing Board of Oakland Unified School District

I _____, acknowledge and certify as follows: (Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California, on ___/___/___

Typed or Printed Name

Address

Title

Telephone Number

Signature

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS

CHECK (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally

uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

EXHIBIT I

NON-COLLUSION DECLARATION

I, _____, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date

Name of Vendor

Printed Name of Authorized Company Representative

Signature of Authorized Company Representative

EXHIBIT J

PIGGYBACK CLAUSE

The Oakland Unified School (District) hereby declares its intent and authorization to make this contract awarded under this Invitation for Proposal "piggybackable" by other education agencies in the state pursuant to Public Contract Code Sections § 20118 and § 20652.

School Districts participating in this bid shall be responsible for obtaining approval from their Boards of Education or other approving body of authority when necessary, and shall hold the Oakland Unified School District harmless from any disputes, disagreements or actions which may arise as a result of using this bid.

The District waives any right to receive payment from other California agencies making purchases off the awarded Contract, and those agencies will make payment directly to the Awarded Vendor.

Acceptance or rejection of this clause will not affect the outcome of this bid.

By signing below, Vendor agrees to allow other agencies (including public, private and charter schools districts) to purchase equipment and services using the same terms and conditions.

Option Granted YES

Option Granted NO

EXHIBIT K

Authorized Vendor Signature

Prime Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

Date	Signature/Title	Type or Print Name
------	-----------------	--------------------

Name of Company	Address	City and State
-----------------	---------	----------------

Area Code	Telephone #	Fax #
-----------	-------------	-------

Federal Tax ID Number

EXHIBIT L

Data Request - OUSD Data Privacy and Management Agreement

To submit a qualified proposal for RFP Bid No. _____, _____ (“Bidder”) requests the specific OUSD records or data listed in Attachment A.

TRANSFER OF DATA: OUSD and Bidder shall use a secure means - OUSD FTP site for transferring confidential information. At no time will data be sent by any other means to or from the parties, such as through cloud sharing services or remotely hosted non-OUSD FTP sites.

PERIOD OF AGREEMENT: This Agreement shall be effective when signed by both parties, and will terminate on 06/30/2023 unless terminated earlier by OUSD.

Bidder agrees to the following confidentiality statements:

- A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
- B. Bidder designates _____ (name of bidder’s officer), _____ (title of bidder’s designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.
- C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
- D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.
- E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
- F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment

without such prior written consent in violation of this Section shall automatically terminate this Agreement.

G. Bidder agrees that the handling and evaluation of the data shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the Bidder that have legitimate interests or permission for accessing such information.

H. Bidder will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.

I. Bidder will not contact the individuals included in the data sets without obtaining advance written authorization from OUSD.

J. Bidder shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by OUSD.

K. Bidder shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.

L. Bidder shall keep all information furnished by OUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way using current industry standard under encryption, so that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc.

M. Bidder shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

N. Bidder agrees that the confidential data will be destroyed within 30 days after no longer needed for the purposes for which the request was conducted, and will provide written notification to OUSD confirming when the data have been securely destroyed.

LIABILITY

Bidder agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Bidder's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Bidder agrees to hold harmless OUSD and pay any costs incurred by OUSD in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

TERMINATION

- A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14days advance written notice to the Bidder, for any reason or no reason.
- B. The confidentiality provisions of this Agreement shall survive the termination of the Agreement.
- C. If this Agreement is terminated by either party for material breach or for any other reason with 14 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination.
- D. If the Agreement terminates at the end of the term (period of Agreement), Bidder shall return or destroy all confidential information when it is no longer needed for preparation of the Bidder’s proposal. Such return or destruction shall occur within 7 days after it is no longer needed for preparation of Bidder’s proposal.
- E. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

GENERAL UNDERSTANDING

- A. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.
- B. This Agreement shall be governed by and construed under the laws of the State of California.
- C. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

Proposer :

Name of Proposer’s Signee

Date: _____

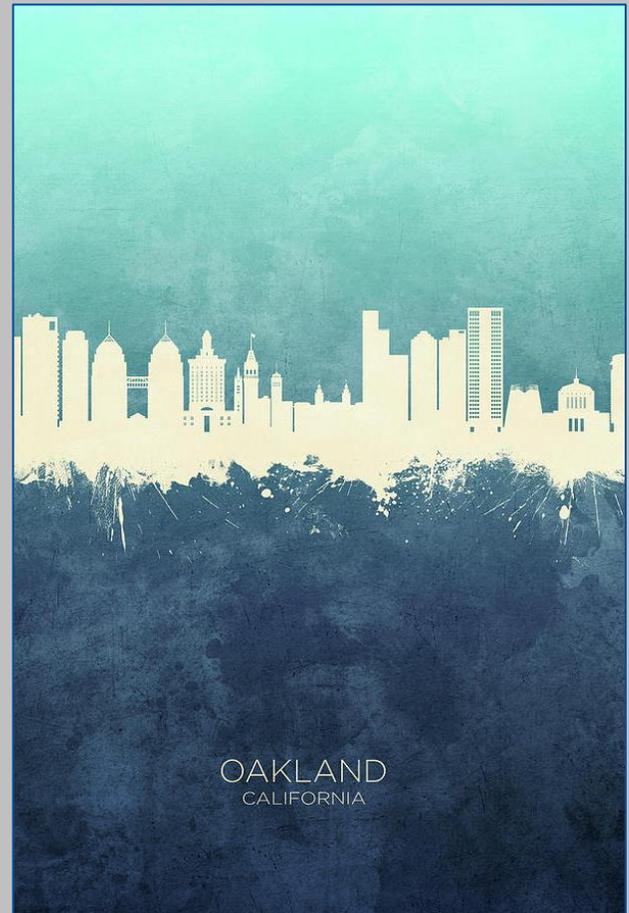
Title of Proposer’s Signee

DISTRICT REDESIGN

RFP 22-127CSI

*Prepared for Oakland Unified School District,
Continuous School Improvement Division*

November 11, 2022



Eric Schnurer,
President



eschnurer@public-works.org



610-296-9443



www.public-works.org



Public Works LLC
1690 East Strasburg Road
West Chester, PA 19380



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1. VALUE CATEGORY 1: PROPOSAL RESPONSIVENESS

Cover Letter

Oakland Unified School District
Attention: Procurement
900 High Street, 2nd floor
Oakland, CA 94601

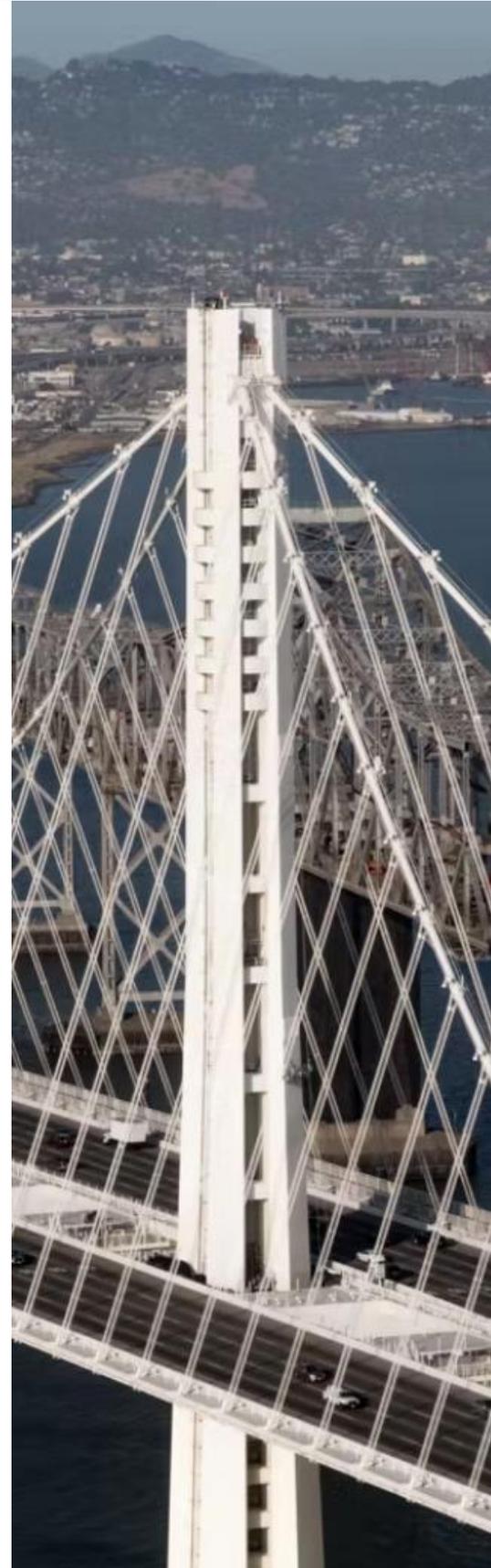
November 11, 2022

Please find attached the proposal of Public Works LLC in response to **Request for Proposal (RFP) 22-127CSI**, District Redesign for Oakland Unified School District, Continuous School Improvement Division.

Public Works brings to this engagement a team of highly skilled and experienced individuals with expertise in conducting central office staffing and redesign projects. We have earned a national reputation in organizational and staffing reviews and efficiency audits at both the state and local levels, with many in California. Our team members have previously conducted similar projects in LAUSD, Mt. Diablo, Napa Valley, West Contra Costa, Baldwin Park, Monrovia, San Jose, Inglewood, and Ontario-Montclair.

Our team of five consultants includes three former well-respected and highly skilled California school district superintendents, one of whom is the current Co-Executive Director for California Association of Latino Superintendents & Administrators. One team member has been the State Superintendent in Illinois and Michigan, a Deputy State Superintendent in Louisiana and Delaware, a district superintendent in four states, and the Interim Deputy Superintendent in Los Angeles USD. Our project director has conducted numerous similar studies in over 150 school districts in 37 states, including several similar projects in California.

While our firm is headquartered in Philadelphia, PA, our team is located around the country. We have worked extensively in California, and nearly every other state. We are currently



working with Los Angeles County on a redesign of the County's justice advisory bodies, and in 2020 worked with the County on a redesign its General Relief Opportunities for Work (GROW) program for the hardest-to-employ population. We have previously worked on projects in the state as diverse as a government efficiency review for the City of Glendale and an economic development initiative for Chula Vista. We also have worked for the California Governor's Office, California Attorney General, California State Treasurer, California Environmental Protection Agency, California Department of Industrial Relations, California Corporations Department, California Department of Forestry & Fire Prevention, California Department of Social Services, and the California Student Aid Commission. We also have worked with:

- The California Department of Education on **redesigning career and technical education for the 21st Century, reducing childhood exposure to violence in schools and en route to/from school, and** (with the Attorney General's Office, as well) on a **pathbreaking program to respond to critical incidents such as school shootings.**
- The California State & Consumer Services Agency on **redesigning and streamlining the school construction process throughout California.**
- The California State University System on a wide range of projects, including **studying the statewide need for applied education doctorates, creating a STEM education program from elementary through graduate programs, and better connecting the state's K-12 and higher education systems with the economic and workforce needs of the state and its employers.**

In short, we know California, and we know its education system. In fact, two of our team members, including our President, grew up in California and are products of its K-12 system, while, as noted above, the rest of the team has helped administer and advise that system. We are excited for the opportunity to return, with OUSD.

We also have successfully adapted our processes – from data collection to stakeholder engagement – to the realities of the COVID-19 context. We are prepared to apply these proven approaches to this engagement.

Public Works LLC understands the following:

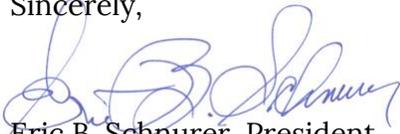
1. The clearly and sharply defined **SCOPE OF WORK**. The Oakland Unified School District is seeking a provider that can conduct an analysis of the level of staffing within the CSI Division and associated Departments. Provider(s) will interact with the CSI Department Leads to understand the goals and work plans of each Department. Provider(s) will meet with key groups within the District and review key guiding documents in order to analyze each CSI Department.
2. The **SPECIFIC ACTIVITIES** required.
 - Understand the Vision, Mission, Values and LCAP Goals of the District;
 - Analysis of Department organizational charts and guiding documents; and
 - Written analysis of each CSI Department and possible recommendations to consider for augmenting CSI Departments.

3. The **OUTCOMES** from provider services: The outcome of this service is a written analysis of each CSI Department against the LCAP goals and recommendations for consideration that augment CSI Department configurations.
4. **WHY** provider services are needed: OUSD is seeking a skilled, external organization to analyze CSI Departments against achieving District vision, mission, values and LCAP goals.

In summary, Public Works LLC shall conduct an analysis of the level of staffing within the CSI Division and associated departments.

We look forward to the opportunity to further elaborate on our skills and qualifications.

Sincerely,



Eric B. Schnurer, President

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2. VALUE CATEGORY 2: ABILITY TO EXECUTE SCOPE OF WORK

2.1 METHODOLOGY AND WORKPLAN

In this section, we describe how Public Works LLC will assist OUSD in reaching its goals of providing an appropriate level of staffing in the central office Continuous School Improvement (CSI) Division in order to reach its goals of the Local Control and Accountability Plan (LCAP). We will also explain why our process will be most beneficial to OUSD and its students.

Our methodology for a staffing study is comprehensive and uses a combination of our professional experience of having served in multiple state and district leadership roles as well as multiple qualitative and quantitative data sources. The data sources we will use as the foundation for our recommendations includes (but is not limited to) the following:

- Review and analysis of the district’s mission, vision, values, strategic plans, and the LCAP goals. Please note we have already studied OUSD’s website including a review of your mission, vision, values, and LCAP goals. We are doing our homework NOW to hit the ground running if we are fortunate enough to win this engagement.
- Analysis of current (and past) staffing levels and any past staffing analysis or studies conducted in OUSD.
- Interviews and/or focus groups with a wide range of stakeholders including, but not limited to: OUSD leadership, central office staff, principals, assistant principals, teachers, support staff, parents, students, All City Council, Peace Act Parent group, Language Learner group, Latino group, and appropriate district committee and community members.
- Anonymous central office and school-level staff surveys.
- Best staffing practices as identified by the Council for Great City Schools and the Council of Chief State School Officers (CCSSO), and Fiscal Crisis and Management Assistance Team (FCMAT).
- Analysis of mutually agreed-upon peer districts based on factors such as student enrollment, demographics, LCAP goals, and other identified factors. (Note: Our team has already started some preliminary research on potential peer districts with similar student enrollment. OUSD leadership and Public Works LLC will mutually agree on five peer districts based on multiple indicators.)

Exhibit 1, below, shows a sample of possible peer districts based on student enrollment. Other factors such as demographics, student achievement, LCAP goals, and other social and economic factors will be evaluated prior to selecting peer districts. We also want to assure you that we will not make recommendations solely on peer district analysis. We use these data points as only one part of the equation. We also look at the type of work and services being offered to students that may not be offered by similar sized school districts.



EXHIBIT 1
STUDENT ENROLLMENT FOR OAKLAND USD AND SIMILAR SIZED CALIFORNIA
DISTRICTS

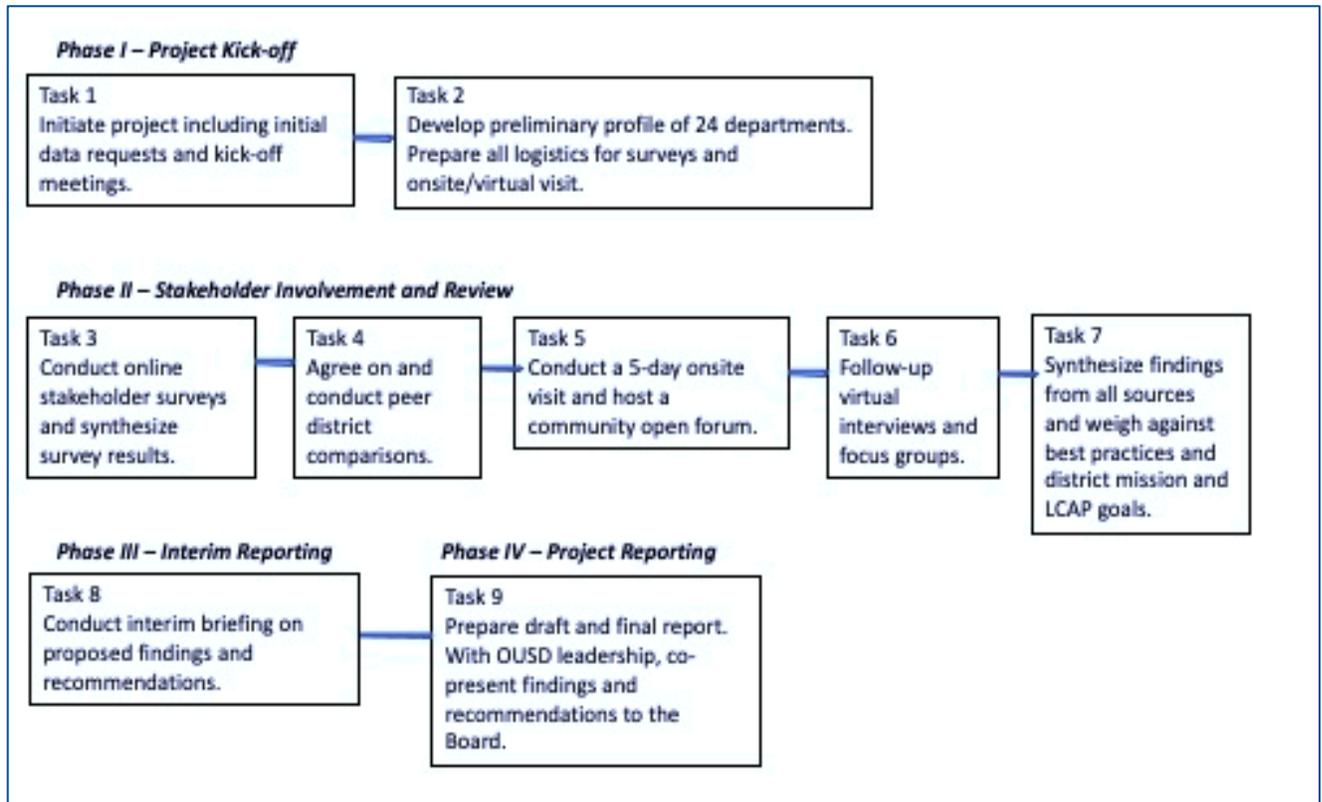
Oakland 35,489

- ✓ Fontana 35,461
- ✓ Poway 35,663
- ✓ Irvine 35,660
- ✓ Fremont 35,187
- ✓ Moreno Valley 31,597
- ✓ San Ramon Valley 30,726
- ✓ Stockton 36,190
- ✓ Riverside 39,443
- ✓ San Juan 39,218
- ✓ Sacramento 40,711

Source: <https://www.niche.com/k12/search/largest-school-districts/s/california>

Exhibit 2 , below, shows an overview of our proposed methodology and workplan for this project. As shown, there are four project phases and nine specific tasks to accomplish.

EXHIBIT 2 OVERVIEW OF PROPOSED METHODOLOGY AND WORKPLAN



Following is a detailed explanation for each task shown in Exhibit 2.

TASK 1: INITIATE PROJECT

Objective of Task 1: The objectives of Task 1 are to ensure our team is adequately prepared to go onsite and to ensure the district staff is fully prepared for our visits. The well-known author, Dr. Stephen Covey, states, “Begin with the end in mind.” That is how our team operates! We will discuss with the OUSD leadership and key district staff what success of this project will look like to them. What are their hopes for the outcome of the study? Clarify what they envision as a final product? What are any social, economic, or political factors our team should keep in mind? We will then use this information to refine our research tools and work plan.

Because our team has years of experience in school district consulting, we have developed a toolkit that facilitates each review. We will keep the OUSD leaders and the district Superintendent fully informed as the process unfolds. We recognize that

an effective work plan for this review must be flexible enough to accommodate unforeseen problems and issues, and to probe deeper in certain operational areas.

The flow of Task 1 activities includes, but is not limited to:

- Upon contract approval, we will conference with and/or meet with the key OUSD leadership to ensure our work plan is mutually acceptable. We will agree on timelines, process and protocols for project communication, and on a final report format.
- Prepare and send a comprehensive email correspondence that will provide the Superintendent and executive staff within the Continuous School Improvement Division (CSI) with detailed information on our team's process and clearly delineates the expectations for a successful project completion. This correspondence will detail how the project will flow from kickoff to finish. We will detail what data are required, what staff can do (and cannot do) to prepare for the study, establish lines of communication, include our team bios so they can Google us (this is what happens in most districts), and go over expectations and timelines of all stakeholders.
- Approximately one week after the email correspondence is sent to the Superintendent, our Lead Project Director, Dr. JoAnn Cox, will establish a kick-off video-conference call to discuss the correspondence. During the call, our team will answer any questions, review our data needs, discuss logistics, and confirm a set of onsite dates including dates for the survey administration. It is important to note that we do not go onsite during any student testing periods; we want the district to remain focused on its first priority!

Task 1 Deliverables:

1. Signed contract
2. Email correspondence sent to the Superintendent and key OUSD leadership detailing process and all parties expectations for a successful project
3. Video-conference call with the Superintendent and appropriate OUSD staff to discuss the correspondence and to finalize all onsite dates and the date for survey administration
4. Begin some preliminary conversations with the leader of each department within CSI.
5. Agreed upon work plan, timelines, communication protocols, established onsite dates, and final report format

TASK 2: DEVELOP PRELIMINARY PROFILE OF EACH OF THE 24 CSI DEPARTMENTS AND PREPARE LOGISTICS FOR THE SURVEYS AND ONSITE VISITS

Objective of Task 2: The objective of Task 2 is to set the stage and be well prepared for our in-depth onsite review. By obtaining preliminary information, we can then tailor our in-depth review and our interview guides accordingly and reallocate resources to those areas needing the most attention.

The flow of Task 2 activities includes, but is not limited to:

- Using the information gleaned in the introductory meeting and the preliminary profiles on each department, we will develop a preliminary profile for each of the departments under review. Using the preliminary interviews and kick-off meeting information, our onsite team(s) will begin to tailor our interview guides and work plan to focus on those areas where the most inefficiencies or staffing issues are suspected.
- Prior to going onsite, our team will conduct a minimum of two internal webinars to familiarize ourselves with the logistics, our plan of action, the preliminary findings, plan contingencies for the unexpected, and brainstorm ideas prior to the onsite visit.
- Continue to collect outstanding data and prepare for the in-depth onsite visit.

Note: We will conduct all interviews individually and confidentially. We do not use any staff names in the reports and the content of our interviews remains confidential. This is important to assure staff so they can be open and honest in their responses without fear of repercussions. We have found staff is more forthcoming when they are assured that what they are sharing is between the interviewer and them and that our team does not include any specific sources of “soft” data. We will also conduct some focus groups such as with principals, parents, students, community members, and other appropriate and agreed upon stakeholder groups. We will give each participant in the focus group our contact information so they can send (or call) us with any specific comment that they did not feel comfortable sharing in a group setting. Also note that we will host a community open forum that parents, students, and community members will have an additional opportunity to provide input into the project.

Task 2 Deliverables:

1. Established rapport with central office leadership and clarify the process and expectations
2. Compilation of preliminary data such as:
 - a. Organizational charts and guiding documents
 - b. Updated budgets, both operational and capital (administrative costs vs. educational costs)
 - c. Education mission statement, goals, and objectives of the district, including student outcomes and other performance-based outcome measures
 - d. Operating procedures
3. Preparation of interview guides based on interviews and any data collected during the initial video-conference calls.

TASK 3: CONDUCT ONLINE STAKEHOLDER SURVEYS AND SYNTHESIZE RESULTS

Objective of Task 3: The objective of Step 3 is to secure the involvement of central office administrators, principals/assistant principals, teachers and support staff in the scope of the review. This will give staff an opportunity to provide anonymous input into the process and to ensure everyone has the opportunity to provide input regardless if they were not selected for a one-on-one interview or a focus group. We prepare the preliminary survey questions and will seek OUSD's input for the final survey instrument. The survey will have questions related to each of the 24 departments and overall staffing of OUSD and we also include some open-ended questions to allow for additional input.

The flow of Task 3 activities includes, but is not limited to:

- Work with OUSD leadership and technology staff to ensure staff receive an anonymous survey.
- Provide explicit instructions to staff on the purpose and how to access the online survey.
- Using Survey Monkey and surveys preapproved by OUSD leadership, conduct central office administrator, principals, assistant principals, teachers, and support staff survey. The surveys will be available to staff for a full 10 days.
- Analyze data from all survey respondents.
- Compare the perceptions of central office staff, principal/assistant principals, teachers, and support staff.

Task 3 Deliverables:

1. Summary of opinions and perceptions of central office administrators, principals/assistant principals, teachers, and support staff to be addressed in the staffing review.
2. Survey results will be included in the draft and final reports.

TASK 4: AGREE ON AND CONDUCT PEER DISTRICT COMPARISONS

Objective of Task 4: As mentioned previously, the use of peer district comparisons is only one of the factors used in formulating the final staffing recommendations, but it is a very important one. We recognize that no two districts are the same! There are multiple factors unique to each district, but showing some peer district comparisons such as number of students, number of staff in similar departments/divisions, and some overall student outcomes provides OUSD with data that could prove useful not only for this study for making other educational decisions.

The flow of Task 4 activities includes, but is not limited to:

- Public Works LLC will provide OUSD leadership options for comparable districts based on several factors.
- OUSD will review and provide input and approval on the final five peer districts selected.
- The Public Works LLC Project Director will contact the five peer district superintendents to gain their support in the process and to gain access to interview some of their key staff in departments similar to OUSD's.
- A peer district comparison and analysis will be used to refine interview questions and prepare tailored interview guides.

Task 4 Deliverables:

1. Peer District Staffing Analysis

TASKS 5 and 6: CONDUCT A 5 DAY ONSITE VISIT AND HOST A COMMUNITY FORUM AND FOLLOW-UP VIRTUAL INTERVIEWS

Objective of Tasks 5 and 6: To review each of the 24 departments within OSI via interviews and visits with as many staff (and other stakeholders) as time permits during the onsite visit, using our toolkit, experience, and preliminary findings, and

survey results (if completed). These are very long days for our team. We ensure that we get out into the schools and the front lines of operations. We meet as a team nightly while onsite and have working dinners to ensure we are cross-sharing what we learned during the course of the day and to begin developing common themes and issues across all departments. Many of our team members have expertise in multiple areas of school district operations and it may be necessary to interview staff in other areas of operations other than CSI to ensure we are receiving a complete picture of overall CSI staffing strengths and issues.

During the onsite visit, we will interview staff, conduct focus groups of various stakeholders, and conduct visits to various schools (where applicable).

We also host offer a 2-hour meeting/community forum one night while onsite for the public to attend and provide feedback. This meeting will be open to the public at a centrally located (agreed upon) site. Parents, community members, staff, and students are invited to come and talk with our consultants and/or write down any of their staffing or departmental concerns. Results of the feedback will be used to have our consultants probe deeper into those issues of public concern.

The flow of Task 5 and 6 activities includes, but is not limited to:

- Public Works LLC team members are required to attend multiple team meetings prior to going to the district. The onsite training will include scheduling, expectations for onsite work including work papers, expectations for report formats, timelines, and we take time to have a little fun and celebrate being a team.
- Onsite visits to each department, with consultants concentrating on their assigned operational area by following the detailed work plan for that department.
- Duration of onsite visit is 5 Days (dates to be mutually agreed upon).

Because our team spends days preparing for our onsite visits and because we have a proven effective tool kit to assist our visits, we are confident that all interviews and onsite work can be accomplished in five days. However, with that said, we realize that some staff may be out sick or on vacation during our visit or some special groups will not be meeting during the selected onsite date. Therefore, the following week(s) we will establish Zoom calls to ensure we capture input from staff who could not make the interview during the onsite week. Another option is that our California-based team members could schedule another time onsite for follow-up interviews based on a mutually agreed schedule.

Task 5 and 6 Deliverables:

1. In-depth onsite visit to each of the 24 departments including interviews, focus groups, and visits to selected schools
2. 2-Hour Parent and Community Public Forum
3. Preliminary findings, commendations, and recommendations related to staffing for each department reviewed, to include the manner in which the staffing changes could be achieved, estimated savings (or costs), and accompanying implementation plan

TASK 7: SYNTHESIZE FINDINGS FROM ALL SOURCES AND WEIGH FINDINGS AGAINST BEST PRACTICES AND DISTRICT MISSION AND LCAP GOALS

Objective of Task 7: Task 7 is the heart of the workplan. This is the task where our team rolls up our sleeves and takes a deep dive into all of the data gathered in the onsite review (interviews, focus groups, community forum, and data), the peer district analysis, the survey results, and the benchmark findings in comparison to best practice standards.

The flow of Task 7 activities includes, but is not limited to:

- Analyze all data sources and findings
- Hold recurring team meetings to ensure all recommendations are in alignment and in support of the LCAP goals and the district's mission, vision, and values.
- Conduct any follow-up interviews if any gaps are identified
- Form preliminary findings, recommendations, and commendations ensuring that multiple data sources are used.

Task 7 Deliverables:

1. List of preliminary findings, recommendations, and commendations.

TASKS 8 and 9: PROGRESS and DRAFT REPORTING

Objective of Task 8 and 9: The objective of Tasks 8 and 9 is to fulfill the reporting requirements and to compile all of the information and data (quantitative and qualitative) from the activities in Tasks 1-7, and prepare a draft report using the agreed upon format.

The flow of Tasks 8 & 9 activities includes, but is not limited to:

- We will provide monthly electronic, written reports to the OUSD leadership team for the duration of the project. We will also schedule a conference call to discuss any questions or concerns of the district leaders regarding the monthly report. The monthly report format (upon approval) will consist of a summary of the month's activities, list of accomplishments, list of concerns and our plan of action to address any concerns.
- **On or before January 31, 2023, provide OUSD with a list of preliminary recommendations to use for making budget decisions. A more comprehensive draft report will be provided to OUSD's for review and feedback by February 14, 2023.**
- **Establish a video-conference call with each department lead to review OUSD's feedback on the draft report.**
- **The draft report will include:**
 - Detailed findings backed by data (quantitative and qualitative);
 - Detailed commendations and recommendations;
 - Detailed implementation and timeline strategies;
 - Estimate of the savings (and/or costs) to implement the recommendations.
 - A table of contents, a section on each department, and the survey results. (The final report will include an executive summary and a fiscal chart displaying all of the cost/savings in one schematic).
- The draft report will be sent electronically to be reviewed by the OUSD leadership for feedback and adjustments. The allotted time for this review process is typically 5 days. We will provide a feedback response form to ensure the district staff have the tools to allow for challenges, inquiries, and comments. Our consultants will receive the feedback form and establish a conference call with appropriate staff to discuss the feedback provided. As a result of this process, additional field work and/or research may be warranted. Typically, a two-week period is provided for the district to provide feedback.
- The district feedback is shared with the team, which makes appropriate changes (or schedules a call with the district staff member supplying the feedback to discuss why a suggested change will not be made and a rationale for not making the change). This is where our team and the district staff may have to "agree to disagree." Most often we find mutual agreement on our reports.
- Our project coordinator (Dr. Cox), our quality control point person (Eric Schnurer), and our Technical Advisor (Dr. Castruita) will review, edit, and refine the report.

Tasks 8 and 9 Deliverables:

1. Monthly progress reports
2. Comprehensive draft report with detailed findings, recommendations, commendations, fiscal impacts, and a plan for implementation for each CSI department
3. **The draft report will be delivered on or before February 14, 2023.** This will provide approximately two weeks for the district to provide feedback, our team to finalize the report, and the district to provide their review statement(s) prior to the report being finalized.
4. Prepare a final report using all appropriate feedback from the district staff **on or before February, 2023, if OUSD provides our team with feedback within the allotted 5 days.**
5. Provide five hard copies and one electronic copy of the report and executive summary for OUSD.
6. Jointly with OUSD staff, agree on a data and provide a presentation to the Board (if requested). It is important to note that our team truly believes that the districts' success in implementing our recommendations is our success. Thus, we will make ourselves available for phone conferences, email correspondences, etc. long after the report is finalized to ensure successful implementation of the recommendations.
7. Concluding work papers in the form of interview notes, interview lists, data analysis, and any other work papers (e.g., documents cited in the report), will be compiled and properly indexed and retained as archival records by the Prime Contractor for five years unless otherwise directed.

Key Tasks 8 and 9 Deliverables:

1. List of Preliminary Recommendations
2. Draft report
3. Final reports
4. Presentation (if requested)
5. Work papers

3. VALUE CATEGORY 3: COST TO THE DISTRICT

Exhibit C
Proposal Price Form

Service Description:	Annual Pricing:
TASK 1: <u>INITIATE PROJECT</u>	\$ <u>4,500</u>
TASK 2: <u>PRELIMINARY PROFILE OF CSI DEPARTMENTS</u>	\$ <u>13,500</u>
TASK 3: <u>ONLINE STAKEHOLDER SURVEYS</u>	\$ <u>24,750</u>
TASK 4: <u>PEER DISTRICT COMPARISONS</u>	\$ <u>13,500</u>
TASK 5: <u>ONSITE VISIT</u>	\$ <u>21,600</u>
TASK 6: <u>COMMUNITY FORUM, FOLLOW-UP INTERVIEWS</u>	\$ <u>18,000</u>
TASK 7: <u>SYNTHESIZE FINDINGS</u>	\$ <u>27,000</u>
TASS 8: <u>PROGRESS REPORTING</u>	\$ <u>12,375</u>
TASK 9: <u>REPORT</u>	\$ <u>24,750</u>
Total Annual Amount of Proposal:	\$ <u>159,975</u>
Additional Fees or Special Request Costs:	<u>None.</u>

Signature 

Print Name: Eric B. Schnurer

Title: President

Company Name: Public Works LLC

Date: November 8, 2022

4. VALUE CATEGORY 4: ABILITY TO DELIVER, EXPERIENCE AND REFERENCES

4.1 1. BACKGROUND OF THE COMPANY AND RELEVANT PROJECTS

Public Works LLC is unique among consulting firms. It was founded solely to help the public sector, and non-profit entities serving the public interest, to *work* better. We do this by providing innovative policy advice and development, strategic thinking, and implementation assistance. But, foremost, we find opportunities for efficiencies.

We believe our firm has conducted more organizational and staffing reviews than any firm in the country, including six entire state and two U.S.

Public Works has conducted more organizational reviews than any firm in the country, including eight several of the largest urban school districts in the U.S.

territorial governments, 18 other separate state agencies, roughly a dozen other government entities, and several of the largest city and county governments in the country. In addition to the foregoing 40 government entities we have reviewed, we have also undertaken reviews of a dozen school districts, including major urban districts such as the Baltimore County (Maryland) Public Schools, and the Orleans Parish School Boards and Louisiana Recovery School District in New Orleans.

We have been recognized as a national leader in this field by *The Atlantic*, *Governing Magazine*, and the Council of State Governments, and have been selected as the sole supplier of such reviews by the National Association of School Boards. **Our reviews consistently identify annually-recurring savings of 5% of government operating budgets, and 2% in school districts**

Beyond our incomparable experience conducting public sector and public school organizational and staffing reviews, there are multiple reasons why Public Works LLC is the right choice for this project:

- **Many firms conduct governmental reviews; a small number of firms conduct school district reviews. Public Works is unique in its extensive experience providing both.** In addition to

Public Works LLC Education Operational Efficiency Studies

- 3 West Virginia School District Performance Reviews
- West Virginia Regional Educational Service Agency Review
- Louisiana Recovery School District/Orleans Parish School Board Review
- 3 South Carolina School District Performance Reviews
- Texas Legislative Budget Board, Dalhart ISD Performance Review
- Hopi Tribal Education Department Review
- Alaska, Colorado, Iowa, New Mexico and West Virginia state education agency reviews



the states, counties, cities and other entities mentioned above, Public Works has a standing school district review service that has provided reviews to numerous school districts nationwide, ranging from small rural districts in remote stretches of Texas and the Hopi Reservation in Arizona to major urban districts facing remarkable challenges like those in New Orleans in the immediate wake of Hurricane Katrina. And the individual members of our school district team have participated in dozens – in some cases, *hundreds* – of such reviews. For instance, our team leader, Dr. JoAnn Cox, last year oversaw the Texas Legislative Budget Board review of Houston (TX) Independent School District – one of the nation’s largest. As a result of Public Works’ team members extensive and varied school district operational review experience, the National School Boards Association is partnering with us as the exclusive provider of such services for their 55,000 member school districts.

- Unlike some firms, with us what you see is what you get. Public Works is a firm of dedicated career public servants, in both government and public education. Our government review team includes a gubernatorial chief-of-staff and deputy chief-of-staff, three former state agency heads, and a career government auditor who helped to found the original comprehensive government organizational review, the Texas



Performance Review (the model for the National Performance Review and the basis of our review process). Our school district team consists of career educators, almost all of whom have served as district or state superintendents, or in other leadership roles, including in California. When you partner with us, these are the seasoned professionals you will see doing the actual work.

- Making good ideas work for the better isn’t just our motto – it’s our business model. Projects like this – improving staffing efficiency in order to meet high standards and goals for educating students, delivering better public services, and promoting public education – are our *raison d’etre*. We won’t be trying to sell you something else, like IT services or bond refinancings. We’re all here because we believe in making the public sector, and public education, work for the better – and we know better how to do that than any other firm, as we have with our study of the Springfield schools, school safety innovations in California and Mississippi, our P-20

“A precedent-setting brownfields initiative The program also features a unique loan-forgiveness policy.” – National Superfund Report

work in Arizona and West Virginia, our studies of STEM, reinventing career education, and teacher preparation in California and New Jersey, teacher evaluation in New Mexico, and building the future of early childhood education in Colorado and Washington State. And that's because:

- **We're not just management consultants: We're public policy innovators.** Our consultants can help your agencies – from police to procurement and sustainability to schools – work better not only because they're “efficiency experts,” but also because they're police and procurement and sustainability and schools experts. Our firm is known as policy innovators whose solutions for our clients have been hailed as “novel,” “unique” and “precedent-setting” – and our organizational audits have been called such things as “the Bible of education reform” in one state where we conducted several. We will help you improve your operations not just because we understand *operations* – but because we understand *your objectives*.
- **We get proven results.** Our financial projections are conservative, so our clients aren't left explaining later why they didn't save what our report said they could save – instead, the two states that conducted subsequent studies of our review recommendations were able to announce that they saved *more*: In West Virginia, where we projected five-year savings of \$318 million, State officials estimated that our recommendations saved \$201.7 million in just the first two years. (Larry Messina, “W.Va. pares \$201M from spending, credits adviser,” *wvgazette.com*). “Officials initially estimated a first-year savings of \$67 million, but got an additional \$10 million.” (“\$500,000 becomes \$77 million for state,” *Charleston Daily Mail*) And, a report by Iowa's Management and Administrative Services Departments found that our recommendations were saving the state almost \$300 million, roughly \$30 million more than previously estimated by state officials. (“State savings higher than projected,” *Des Moines Register*, July 2, 2010) Our approach requires a lot of work from a large range of highly-experienced personnel – but ultimately these efforts return over \$100 for every dollar they cost; our clients have found us to be worth it.
- **That's why our clients say things like this:**

“Their results were so well received by the districts and by the South Carolina legislature that the state is considering appropriations for additional school district reviews in the upcoming fiscal year.” **Melanie Barton, executive director, South Carolina Education Oversight Committee**

“Public Works’ report served as the strategic plan our state needed to move its education system forward into the 21st Century.” – Chair, West Virginia State

“The Performance Review you conducted of the Alaska Department of Education and Early Development (DEED) has been an unexpected blessing. As a new Commissioner, the report has provided me with a thoughtful description of DEED’s strengths and weaknesses. The clarity of the recommendations facilitates reflective discussions within DEED and a clear pathway for improvement.” **Michael Johnson, Commissioner, Alaska Department of Education and Early Development**

“Public Works’ report served as the strategic plan our state needed to move its education system forward into the 21st Century. It was able to do so because of the knowledgeable work of the firm’s personnel, and their ultimate output, which was timely, easy for the public at large as well as various constituencies to understand, and provided not just the end-points we needed to reach but the roadmap for how to reach them.” **Gayle Manchin, Chair, West Virginia State Board of Education**

Relevant Projects

In the past few years, Public Works LLC has successfully completed the following projects:

- We have conducted **organizational/staffing and efficiency reviews of:**
 - **three school districts in West Virginia** (along with a Regional Educational Services Agency and the state Board and Department of Education),
 - **four school districts in South Carolina (Barnwell 19, Clarendon1, Dorchester 2, and Lexington 4)**, the **Hopi Tribal Education Department and school system**, and
 - **both the Recovery School District and Orleans Parish School Board in New Orleans** in the immediate wake of Hurricane Katrina.

These included extensive reviews of issues such as recruitment, hiring, evaluation, and compensation, as well as contracts and out-sourced services. We conducted on-site interviews, researched best practices and peer comparisons, included an extensive process for stakeholder input, and developed reports that became blueprints for action to achieve the proposed recommendations. Our report identified 1) savings and efficiencies, and 2) service-delivery improvements, including decentralizing and resting more authority and responsibility at the local district level – supported by extensive financial and organizational research, benchmarking and best practice considerations. Each of these studies included the analysis of appropriate staffing to better meet the needs of students.

Review of Baltimore County Public Schools

Most recently, the Baltimore County Government (BCG) contracted with Public Works LLC to conduct an Operational Efficiency Audit of both **the Baltimore County Public Schools (BCPS)** and the operations of the Baltimore County Government (BCG). While the RFP termed this work an audit, it is an operational efficiency review or study of BCPS, not an audit. The major purpose of the review according to the Request for Proposal was “to engage the services of an outside consulting firm to assess the organizational structure and functions across agencies and departments, including Baltimore County Public Schools.” The original RFP required the review of Central Office Organization and Management, Human Resources, Financial Management, Transportation, Facilities Management, Technology, and Food Services. In late May, 2021, the scope of work was expanded to include the remaining three divisions of BCPS (Divisions of Curriculum and Instruction, Research, Accountability, and Assessment, and School Climate and Safety). The study included numerous recommendations for realigning the central office to provide better services to students. (Please see the recommendation form from Dr. Mary McComas, the Chief Academic Officer in BCPS regarding some of the positive outcomes of our work.) The full school district report is available at: https://www.scribd.com/document/524164492/BCPS-Report#from_embed



This article from the local public radio station provides a summary of our reports: <https://www.wypr.org/wypr-news/2022-01-31/consultant-tells-baltimore-county-how-to-save-hundreds-of-millions-of-dollars>.

Review of Four South Carolina School Districts

Public Works was selected to assist in the review of central operations of South Carolina school districts by the state’s Education Oversight Committee. The purpose of this project was to develop recommendations for improving operational efficiencies at the district level, as part of a pilot study to reduce overhead and non-instructional costs so that more resources are available to be invested in classroom learning. Public Works examined operations and expenditures in the areas of energy use, facilities management, transportation, technology planning, financial services, and procurement, as well as other administrative areas, and participated in the development of realistic implementation plans. Soliciting input from stakeholders was among the most significant elements in producing recommendations.



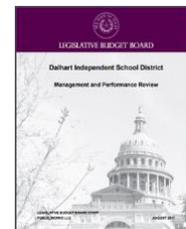
Louisiana Recovery School District (RSD) Performance Review

Almost two years after Hurricane Katrina, the New Orleans School District remained divided between the original Orleans Parish School Board (OPSB operating just a few schools) and the state-appointed Recovery School District (RSD running the majority of schools). The state hired Public Works to review administrative/overhead services being provided by each district, to determine the cost and benefits of one or the other district delivering each service, and to determine the cost (and waste of tax dollars) of continuing with the duplication in the system that existed at the time. Public Works conducted a thirty-day preliminary review of nine RSD and OPSB functional areas – Procurement, Transportation, Safety and Security, Food Services, Facilities, Information Technology, Human Resources, Academics (Curriculum and Instruction) and Athletics. We produced 53 recommendations across the nine operational areas. The findings required a cost analysis of services provided in the nine functional areas, as well as investigation of the means of delivery of the service – provided in-house, through contracts with private vendors, purchased on an ad hoc basis or as a package of services for all schools to use. Recommendations identified which district should provide the service, the cost of services and means by which they should be provided.



Review of Dalhart (TX) Independent School District

Public Works completed a performance review of the central operations of the Dalhart Independent School District for the Texas Legislative Budget Board (LBB). The LBB’s Texas School Performance Review Program was created by the Texas Legislature in 1990 to “periodically review the effectiveness and efficiency of the budgets and operations of school districts,” including their educational, financial and operational services and programs. To carry out this statutory responsibility for the Dalhart Independent School District, LBB contracted with Public Works to perform the efficiency and effectiveness review, the purpose of which was to develop recommendations for improving operational efficiencies at the district level, to reduce overhead and non-instructional costs so that more resources are available to be invested in classroom learning. Our report covers all aspects of school district operations, including district organization and management, finance/budget, transportation, food services, human resources, facilities, community involvement, educational service delivery, and safety and security.



Soliciting input from stakeholders was among the most significant elements in producing recommendations. We worked with agency heads, managers, and staff to make sure that recommendations would have sufficient “buy-in” from the people who would be essential to implementing them, and worked with a shared commitment to Texas’ goal of making

sure public schools and their students get the highest possible return on their education dollar.

West Virginia Education Performance Review

The West Virginia Governor's Office retained Public Works to conduct a review of state-level management and operations and a sample of local districts and regional service areas. The review required detailed analyses of current staffing and administrative spending in order to develop realistic recommendations to reduce overhead spending throughout the entire system. The resulting report identified 1) savings and efficiencies, and 2) service-delivery improvements, including how services could be delivered more efficiently and effectively by decentralizing and resting more authority and responsibility at the local district level – recommendations that were supported by extensive financial and organizational research, benchmarking and best practice considerations.



The final report, which received significant positive press coverage, provided detailed analyses and recommendations on ways to provide services and/or save money by joint purchasing, contracting for certain services, reducing bureaucracy, increasing the use of technology and improving management. Implementation of recommendations could lead to a more integrated system with savings of over \$118 million.

As part of this statewide review, we studied the major work processes in the school district and RESA 7 operational areas to identify inefficiencies and opportunities for cost savings. Recommendations that emerged from the district-level reviews included:

- Develop a strategic plan that integrates all required plans into a uniform planning document and post on the website.
- Evaluate legal services.
- Adopt schedule for systematic review/revision of board policies and procedures.
- Implement the full use of the electronic board agenda and post agendas and minutes on the website.
- Adopt formulas to guide the assignment of assistant principals.
- Determine the feasibility and cost of implementing an integrated human resources tracking module compatible with WVEIS.
- Simplify and consolidate paper forms; consider digitizing records to conserve space and facilitate access to records.
- Develop and fund a uniform recruitment plan.
- Require the auditor to complete the audit for presentation to the BOE during the month of December following the end of the fiscal year.
- Post budgets and financial reports on the website (maybe multi-years).

- Ensure that all department heads and principals receive monthly financial reports and know how to interpret the data.
- Increase student meal participation; design marketing plans to accomplish.
- Fix prices for meals at levels that will ensure that general fund sources are not required to supplement the child nutrition program.
- Ensure that indirect and direct costs are reimbursed to the general fund.
- Acquire and utilize electronic technology for work order and work completion records.
- Develop an energy management program with target cost reduction goals.
- Evaluate the use of buses for extracurricular trips and consider using virtual or other mediums for these experiences.
- Purchase routing software to increase efficiency in scheduling routes.
- Encourage mechanics to achieve ASE school bus certification and require certification for employment.
- Develop and implement user training.
- Provide appropriate climate control in computer labs and servers.
- Develop and maintain an inventory of technology assets.
- Require each campus to create and implement professional learning communities.
- Provide professional development to ensure an understanding the use of student data, assessment of techniques, and strategies to improve student achievement.

The resulting report identified 1) savings and efficiencies, and 2) service-delivery improvements, including how services could be delivered more efficiently and effectively by decentralizing and resting more authority and responsibility at the local district level – recommendations that were supported by extensive financial and organizational research, benchmarking and best practice considerations.

The final report, EDUCATION EFFICIENCY AUDIT OF WEST VIRGINIA’S PRIMARY AND SECONDARY EDUCATION SYSTEM, which received significant positive press coverage, provided detailed analyses and recommendations on ways to provide services and/or save money by joint purchasing, contracting for certain services, reducing bureaucracy, increasing the use of technology and improving management. Savings of over \$118 million were identified, including specific recommendations for increased integration of systems. A copy of the full report is available online at <http://public-works.org/wp-content/uploads/2014/09/WVDE-Report-Final-for-Print-01-06-12.pdf>.

As a result of the state-level and district-level reports in West Virginia, the West Virginia Board of Education (WBVOE) took the recommendations and created a roadmap for statewide education improvement. The title of this roadmap (report) is FROM AUDIT TO ACTION: STUDENTS FIRST. This report is available at <http://static.k12.wv.us/tt/2012/audit-response-2012-12-18-v3.pdf>.

Hopi School District Feasibility Study

Public Works recently completed assisting the Hopi Tribe in a long-term project to assess and strengthen its school system. A big part of the assignment was helping the Hopi to find the right balance between preparing students to succeed in the challenges of a 21st Century world while at the same time preserving the distinctive Hopi values, culture, religion and even language in the face of the very same challenges. This, of course, is in many ways the same problem facing rural communities across America, although the issue is particularly acute for distinct peoples like the Hopi. As part of the feasibility study for the Hopi Tribe, Public Works conducted extensive research on Tribal education systems nationwide, carried out ten visits to different Native American Tribes, and summarized the results in case study form. The case studies addressed areas such as the Tribes' education system management structure, native education, professional development, student achievement, and promising innovative educational practices. The project also involved a management and performance review of each of the Hopi schools, a survey of administrators, teachers, high school students, parents, guardians and community members and encompassed a wide range of stakeholder input through individual interviews, focus groups, and an open community meeting. In addition to a detailed Feasibility Study Report, Public Works project staff met with Hopi leadership to create a vision for a high-quality education system for Hopi children based on the study findings and recommendations.



New Mexico Public Education Department Performance Review

Public Works conducted an organizational review for the New Mexico Department of Public Education to identify how well stakeholder needs were being met in relation to how federally-driven assessment and accountability tools and services were being delivered. The purpose of the review was to focus on the goal of customer services as a means for improving internal operations. The agency faced a history of increased demands on operations without the necessary increases in resources. We provided practical recommendations for the department on ways it could improve customer services, and thereby respond to stakeholder needs more effectively. The project included surveys of hundreds of New Mexico teachers and school administrators on the workings of various state government education-related functions.



Review of the California School Construction Process

For years, the school construction approval process in California was needlessly complex, with numerous steps involving as many as 40 state agencies. Further, because so many entities controlled their own piece of the overall process, no agency had ever taken responsibility for ascertaining and enumerating in one place the entire process, let alone making it easy for school



districts and parents to understand and navigate. The State and Consumer Services Agency – a twelve-department Cabinet agency that oversees two of the largest state entities involved in public school construction projects – engaged Public Works to sort out the morass of rules and requirements and to make them intelligible and accessible for school officials, concerned parents, and citizens. By working with various entities involved in the public school construction process, Public Works developed a step-by-step school construction primer that became the centerpiece of a state school construction-focused website. Public Works also offered recommendations on how to reform and improve this complicated process.

New Brunswick School District Professional Improvement Plan

The Rutgers University Center for Strategic Urban Community Leadership (CSUCL) worked in conjunction with a team of experts, including Public Works staff, to design and implement a collaborative effort to assist the New Brunswick Public School District with a blueprint for change and improvement. In cooperation with New Brunswick Tomorrow and the district, CSUCL developed an approach to engage teachers, administrators, principals and other key stakeholders in an organized effort to identify needs, best practices, potential for growth and improvement, and practical solutions to achieve identified goals and objectives.

California State University (CSU)

CSU requested that Public Works research, analyze and suggest specific actions to help 1) better prepare Californians for the economy of the 21st Century, 2) better relate higher education in California to the needs and demands of that economy, and 3) better define the proper role and requirements of CSU within that process. Specifically, we addressed the ways in which CSU can best prepare the next generation of Californians in careers such as computer science, engineering and applied science, new media, business, health care and health care delivery, educational administration and management, classroom education, criminal justice, and other applied fields identified as likely or potential areas of critical demand in the next century. We undertook a groundbreaking process to bring together the state's governmental, educational, and private sector leaders to reorient the state university system to provide the attributes the state workforce will need to possess in the 21st Century; this continuing effort involved a Virtual Forum throughout the university system and business communities to further the grassroots and high-tech development of this strategy. We also identified public policies required by the state government to ensure that CSU best meets the state's needs in educating undergraduates and professionals in these areas of critical need, and formulated specific actions to be taken by state government to accomplish these ends.



California Department of Education: Modernizing Career Technical Education for the 21st Century

The New Economy requires employees with increasingly sophisticated skills and abilities. This new workforce reality stands in stark contrast to the persistent but now outdated image of career



California Department of
EDUCATION

technical education (CTE). At the request of the California Department of Education, Public Works prepared a report that described issues concerning 21st Century workforce needs and made recommendations to modernize California's career technical education (CTE) system. The study included a discussion of adapting CTE to meet demands of the new economy, a synopsis of key CTE programs, and detailed recommendations for achieving modernization and preparing Californians for the 21st Century workplace. The approach identified by Public Works was centered upon core elements that link individual programs adapted to schools and school districts throughout the state.

Alaska Education Agencies Performance Reviews

Public Works recently conducted a comprehensive performance review of the Alaska Department of Early Education and Development (DEED) to fulfill its statutory mandate for periodic reviews of the efficiency and effectiveness of state agencies. DEED serves the educational needs of children across the largest geographical region in the country, impacting families in every community throughout the state, while laying the groundwork for the state's economic future and creating opportunity for the next generation. The significance and sensitivity of DEED's state and local roles warrants a high degree of oversight to ensure that its core services are being delivered as effectively and efficiently as possible, and in accordance with the state's priorities. We reviewed every aspect of state department operations and surveyed and visited local districts and regional service areas. Core services reviewed included public school funding; fiscal accountability, compliance, and oversight; school effectiveness programs; active partnerships with other public and private entities concerned with education; oversight of Alaska's academic resources; and other special programs.



California Student Aid Commission: Performance Review of EdFund

The California Student Aid Commission (CSAC) was directed by the California legislature to conduct a performance review of CSAC's auxiliary institution, EDFUND, the second largest student loan guarantee agency in the United States. The California Student Aid Commission retained Public Works to review and assess the effectiveness of its non-profit loan auxiliary, EDFUND. In reviewing the organization, which administers financial aid loan guarantee programs for



students attending public and private universities, colleges, and vocational schools, our team reviewed organizational structure, internal administrative processes, management functions, and workforce development practices. Working under severe time constraints and difficult cooperation issues between CSAC and EDFUND, Public Works completed a performance review that recommended tightening EDFUND's budgeting and performance compensation practices, as well as closer oversight by the Commission of EDFUND operations. This effort ultimately resulted in the Commission's decision to restructure the EDFUND board of directors and implement many of the recommended fiscal reforms.

Los Angeles County Department of Public Social Services Redesign for Single Adults Without Dependents (General Relief Opportunities for Work)

Los Angeles County's Department of Public Social Services (DPSS) is the third largest County Department in the United States and the nation's largest social service department, serving 4.6 million residents. DPSS has operated the General Relief Opportunities for Work (GROW) program for over thirty years. GROW is a welfare-to-work program tasked with providing job readiness and supportive services for approximately 40,000 able-bodied adults.



DPSS hired Public Works to assess and redesign the GROW program and to develop and implement an innovative, human-centered program that reduces barriers faced by GROW clients to motivate and prepare them to achieve self-sufficiency and living wage employment. Shortly after the project's initiation, public-health restrictions due to the COVID-19 virus made our original project plan – which involved extensive on-site discovery and in-person engagement – impossible. Public Works quickly worked with DPSS to develop an alternative assessment methodology that relied on web-based conferencing, interactive discussions, and remote interviews with a wide range of stakeholders including departmental staff, outside providers, business owners, and GROW beneficiaries, as well as document analysis and in-depth secondary research on the best-practices of successful and innovative programs nationwide.

Our recommendations focused on the need to more closely connect the welfare-to-work program with jobs through partnerships with industry, higher education, and the workforce system to develop short-term training programs that lead directly to in-demand jobs in growth industries. We also emphasized the importance of adopting appropriate metrics that are aligned with the program's vision of success, designing the program around the real needs of its clients, and creating opportunities for ongoing innovation and continuous improvement in the programmatic activities offered.

In addition to the firm's projects listed above, **Dr. JoAnn Cox, our Project Director, has either led or participated in over 150 school district studies in 36 different states**, many of which provided appropriate staffing recommendations. She has led 15 performance reviews for the Texas LBB including the most recent review of Houston ISD. (Please see the recommendation from LBB regarding Dr. Cox's leadership on the Houston review.) In addition to the 15 school district reviews, Dr. Cox also co-led a team of consultants to provide staffing and efficiency recommendations to the 20 Educational Service Centers in Texas. Dr. Cox has also led similar staffing studies in the following California unified school districts: Los Angeles, Mt. Diablo, Napa Valley, Baldwin Park, Monrovia, and West Contra Costa. Dr. Bruce Harter, then Superintendent of West Contra Costa Unified School District stated, "Later this spring, WCCUSD will finally be relieved from state receivership, after having state oversight for more than 20 years. One of the key initiatives that moved the district forward was a performance audit. The person who made the audit so successful was JoAnn Cox who headed up the project. Dr. Cox has the right combination of technical, human and conceptual skills to provide the leadership it takes to make positive change in managing complex and politically oriented organizations. She was able to work with difficult and challenging people by using her considerable listening skills. Perhaps the most impressive are her follow-up and follow-through skills that the final product was both timely and flawless." Dr. Bruce Harter has retired, but has agreed to serve as a reference for Dr. Cox and Public Works LLC. (Please see his contact information in the reference section.)

Dr. John Glaser, former Superintendent of Napa Valley USD stated in a letter following an efficiency study of his district, "We were not disappointed in the services that were provided. Dr. JoAnn Cox served as the project manager and we were happy with the service and expertise of the entire team. We implemented many of the team's recommendations even before the final report was completed."

Texas Legislative Budget Board – Four Engagements

1. Review of Twelve Independent School Districts

Dr. JoAnn Cox, (proposed project manager for this engagement) has participated on and/or led teams to conduct management and performance reviews of twelve Texas independent school districts. The Yellow Book Compliant audits included a review of the district's organization and management areas of educational service delivery, district leadership, community involvement, human resources management, facilities construction use and management, asset and risk management, financial management, purchasing and warehousing, food services, transportation, computers and technology, and safety and security. The teams she led identified inefficiencies in the operational areas of school districts and provided recommendations saving millions of dollars for the state of Texas that could be redirected back into their educational system.

2. Review of Human Resources of Five Independent School Districts

Dr. JoAnn Cox was the partner-in-charge and oversaw quality controls for five Texas independent school districts' review of the Human Resources Division. The studies reviewed HR organization and management, staff development, benefits administration, recruitment, hiring, and retention, performance management, and contracting processes; and policies, procedures, and activities related to the recruitment, training, placement, and retention of substitute teachers. Dr. Cox led the creation of a statewide report with findings, research, and recommendations based on best practices in other states.

3. Review of Twenty Regional Service Centers

Dr. JoAnn Cox co-directed a management and performance review of 20 Regional Education Service Centers (RESCs). She and teams she helped to form conducted detailed reviews of RESCs' governance and management, financial condition and funding adequacy, number and geographic distribution, institutional structure, program and academic delivery, human resources management, facilities use and management, asset and risk management, purchasing and contract management, and management information services.

4. Review of Student Behavior Management Programs

Dr. JoAnn Cox was the Partner-in-Charge and the project director for comprehensive reviews of Disciplinary Alternative Education Programs (DAEP), Juvenile Justice Alternative Education Programs (JJAEP), and pre- and post-adjudication residential facilities registered with the Texas Juvenile Probation Commission (TJPC) in six school districts. The teams she led prepared a statewide report with conclusions, research, and recommendations for policy improvements relative to those programs. Dr. Cox provided the quality control for all six of these studies.

Commonwealth of Virginia: School Efficiency Review Program

Dr. JoAnn Cox directed and/or participated in reviews of educational service delivery for 24 efficiency reviews of Virginia school divisions. Under her leadership, a global report on best practices and common findings and recommendations was created. The global report was used by the Division of Best Practices to fine-tune the school efficiency review program policies and procedures, as well as to inform legislators on policies directly affecting school divisions.

Buffalo Public Schools Efficiency Audit

Dr. JoAnn Cox was the Partner-in-Charge of an efficiency audit/review of Buffalo Public Schools. The projects assessed all areas of operational efficiencies.

New Mexico Evaluation of Nine Regional Education Cooperatives (RECs)

Dr. JoAnn Cox was the lead consultant for an evaluation of the effectiveness and efficiency of nine New Mexico Regional Education Cooperatives (RECs) for special education programs and services. She and her teams evaluated 5 of the 9 RECs who served as administrators of federal special education flow-through funds and provide technical assistance to member districts on special education issues. The project included quantitative and qualitative research, data analysis of REC records, surveys from REC administrators and school officials, focus groups, and individual interviews. In collaboration with the RECs, superintendents, parents, the Special Education Office of the State Department of Education, and national experts.

Washington State Evaluation of Nine Regional Education Cooperatives (RECs)

Dr. JoAnn Cox led the consulting teams that conducted an evaluation of the effectiveness and efficiency of the nine Regional Education Cooperatives (RECs) in the state of Washington.

4.2 COMPANY'S LENGTH OF SERVICE

Public Works LLC was founded in 1995 and has operated successfully for nearly 28 years. We have been providing organizational assessments and staffing studies since 2003.

We have been servicing school districts since 2006, and have worked on projects concerning California's K-12 education system – with the state Attorney General, state Superintendent of Public Instruction, California Department of State & Consumer Services, and the California State University System – since 1999.

4.3 STAFF MEMBERS

Exhibit 3, below, shows the current Public Works LLC team structure.

EXHIBIT 3 PROPOSED PUBLIC WORKS LLC TEAM STRUCTURE AND ASSIGNED DEPARTMENTS

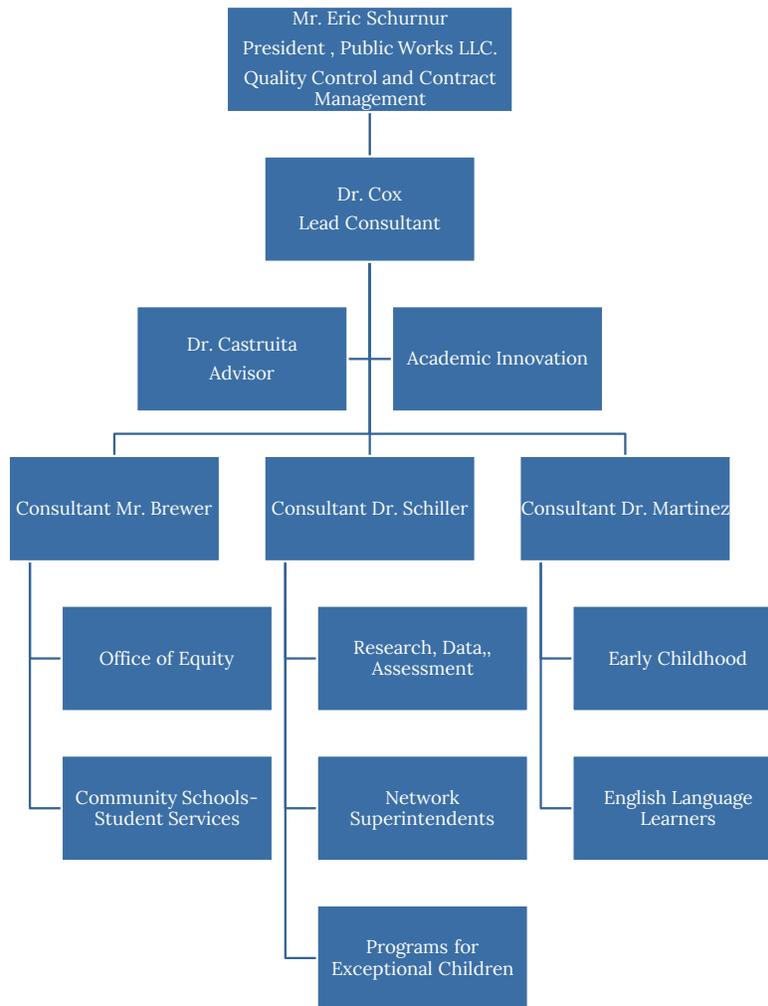


Exhibit 4, below, provides a bio of each of our proposed team and each team member’s role in the workplan. Each of our team members have a background and extensive experience in the OUSD departments to which they are assigned. It is important to note that although we each have our focused area of responsibility, our team meets regularly throughout the duration of the project to discuss any cross-over issues and ensure that all of our recommendations are in alignment with the other departments’ recommendations. We provide each team member’s full resume in Appendix A.

**EXHIBIT 4
PUBLIC WORKS LLC TEAM MEMBERS ASSIGNED**

Eric Schnurer, President of Public Works LLC, Quality Control, Contract Responsibility



J.D., Columbia University

M.P.P., Kennedy School of Government, Harvard University

A.B., Political Science, Brown University

Eric Schnurer is the sole owner and President of Public Works. Eric founded Public Works in 1995, and since then has helped make it one of the leading firms in the country offering public policy and organizational advising to governments. He has served in all three branches of the federal government and for numerous state governments, as a speechwriter, prosecutor, policy advisor, general counsel, and chief-of-staff – and has worked in the private sector as a journalist, professor, business executive, and social entrepreneur.

Schnurer was chief-of-staff to the Acting Governor of Pennsylvania, helping to oversee the operations of one of the largest state governments. He has served as an appointee of governors of both political parties on the Pennsylvania Commission on Crime & Delinquency and the Delaware River Port Authority, which manages a large multi-state economic development budget; on the latter, the *Philadelphia Inquirer* hailed his successful efforts to reduce waste and institute more rigorous budgeting and spending procedures. He also served as deputy general counsel to the Governor of Pennsylvania, and a federal prosecutor on the investigation of the U.S. Department of Housing & Urban Development.

Schnurer has written and lectured extensively on government efficiency, reorganization, and most areas of public policy for *Governing Magazine*, the Council of State Governments, *The Atlantic*, *US News & World Report*, *The New York Times*, *The Washington Monthly*, the Center for National Policy, the Progressive Policy Institute, and the Aspen Institute. He has taught at the University of Pennsylvania’s Fels School of Government, Temple Law School, the Taubman Center for Public Policy at Brown University, the University of Chicago’s Harris School of Public Policy Studies, Union Theological Seminary, and the Colin Powell School of the City College of New York, as well

as serving as a Woodrow Wilson Fellow, a program established by Congress..

He also helped the NAACP Legal Defense Fund to develop cutting-edge constitutional theories on addressing poverty 25 years ago, represented migrant Haitian farm-workers in rural Pennsylvania, and served on the boards of the Homeless Advocacy Project and Habitat for Humanity in Philadelphia, and as President of the Drum Major Institute, a public policy institute founded by Dr. Martin Luther King.

Mr. Schnurer attended Henry C. Hall Elementary School and Redwood High School in Larkspur, California. He received his bachelor's degree with honors in political science from Brown University, and holds a master's degree in public policy from Harvard University's Kennedy School of Government, where he founded and edited the school's student policy journal, as well as a *juris doctor* from Columbia Law School, where he was a member of the law review and a James Kent Scholar, the school's highest annual honor.

Dr. JoAnn Cox, Team Lead Consultant, Academic Innovation Department, Surveys, Peer Data



Ed.D., Educational Leadership, Florida State University

Dr. Cox is the Director of PK-12 Education for Education for Public Works. Dr. Cox has consulted in over 150 school districts nationwide, including many in California. She leads teams to improve student outcomes and the efficiency and effectiveness of school district programs and operations. In the last year, she led the team conducting an efficiency audit of Houston ISD, the 7th largest district in the nation. Most recently, she led our team to conduct an Efficiency Review of all of Baltimore County's central office including the Division of Curriculum and Instruction. Prior to her consulting career, Dr. Cox served as a Team Leader at the Florida Department of Education. In this role, she provided professional development and technical assistance to three of Florida's largest school districts---Dade, Broward and Palm Beach County School Districts.

She was a team leader in the Maryland Bridge to Excellence Evaluation, under Dr. Nancy Grasmick. She also led multiple teams in providing direct assistance to schools in Los Angeles Unified School District in creating school improvement plans in

M.Ed., Florida State University

B.A., Education, Florida State University

alignment with the district and LCAP goals. She has also conducted similar studies in the following California school districts: Mt. Diablo, Napa Valley, West Contra Costa, Baldwin, and Monrovia Unified School Districts.

Dr. Cox has a notably high implementation rate for recommendations. In Clark County School District (NV), the district implemented 95% of the recommendations. In West Contra Costa USD, the 4-year savings for recommendations of all district operations totaled \$44 million. Dr. Cox also teaches Educational Leadership at Florida State and Nova Universities.

Dr. Rudy Castruita, Technical Advisor, Review of Preliminary and Final Reports



Ed.D, Educational Administration, University of Southern California

M.S. School Administration, Utah State University

B.S. Social Science, Utah State University

Dr. Rudy M. Castruita has been a dynamic force in the field of education for 39 years. He served as the San Diego County Superintendent of Schools for 12 years. Prior to that, he was Superintendent of the Santa Ana Unified School District.

Dr. Castruita’s accomplishments in school reform have been recognized throughout the educational community, garnering him numerous awards and accolades for his dramatic reform efforts and for raising student achievement in low-wealth school districts. He was named California’s Superintendent of the Year, and he has received the Marcus Foster Award from the California Association of School Administrators, that organization’s highest honor. Because of his success in producing National Blue Ribbon Schools and State Distinguished Schools, Dr. Castruita was asked to be the National Blue Ribbon Schools trainer and evaluator. He was recently named one of 12 “Tech Savvy Superintendents” in the nation by E-School News.

Dr. Castruita has taken an active role among educational leaders. He has served as past-president of the California County Superintendents Educational Services Association (CCSESA) and the California Urban Superintendents. He currently serves on the State Superintendent’s Advisory Committee for Implementing the Public School Accountability Act of 1999, the Governance Task Force of the state committee to develop a Master Plan for Education, the California Reading First Initiative Leadership Team, and was chair of the statewide Language Arts Task Force to Develop Standards for High School Graduates. Most recently, Dr. Castruita was appointed to the

State’s Legislative Blue Ribbon Commission on Autism by the State’s Legislators.

Dr. Castruita serves on several national boards including Scholarship America, the prestigious Educational Research & Development Institute, and the Board for Harvard’s Urban Superintendent Program. Recently, Dr. Castruita was nominated by the President of the United States, and appointed by the United States Secretary of Education Margaret Spelling, to serve on the President’s Advisory for Department of Defense Schools for military based schools overseas.

In Dr. Castruita’s capacity as the University of Southern California Irving & Virginia Melbo Chair for the Rosier School of Education, he brings relevant urban reform strategies and leadership experience to the doctoral program at the University of Southern California.

Dr. Castruita is known for his public speaking engagements that have taken him to Cornell, Columbia, and Harvard universities, University of California, Berkeley, and his alma mater, the University of Southern California; and he is frequently asked to deliver keynote addresses at major events sponsored by a wide variety of professional organizations.

Ms. Martha Martinez- Review of English Language Learners and Early Childhood Departments



Martha L. Martinez is Co Executive Director of the California Association of Latino Superintendents and Administrators (CALSA). She retired in June 2020 as Superintendent of Salinas City Elementary School District over 40 years of experience in public education. Martha served as Assistant Superintendent of Educational Services and as Senior Director of District/School Leadership Services for the Santa Clara County Office of Education. She began her career with the Gilroy Unified School District as a paraprofessional and was an elementary teacher, school principal and Administrator of English Learners and State/Federal Programs.

Her career focus was on serving underrepresented students and families in a quest to provide them with the most equitable educational opportunities. Specifically, ensuring breaking barriers for English Learners by establishing differentiated pathways to their success. In addition, she provided the resources for expansion of early childhood programs working closely with HeadStart and First Five to create the greatest

M.S., Organizational Leadership, University of San Francisco

M.S. Child Development, San Jose State University (where she graduated with Great Distinction and was awarded Highest Honors for Latino Graduate)s

reach for families for preschool programs. Both of these efforts included establishing or expanding Dual Immersion Schools for the district she served.

Among Martha’s accomplishments is recognition as CALSA 2020 Superintendent of the Year for Region 4, ACSA 2018 Region 10 Superintendent of the Year, Leadership Award 2018 from Children’s Abuse Prevention Council, 2017 Golden Bell Award for Changing School Communities and Beyond, the ACSA Valuing Diversity Administrator of the Year Award, and the CSBA Golden Bell Award for Heart for the Homeless. She also was proud to be recognized by State Superintendent of Instruction Tom Torlakson for her work as the Distinguished School Regional Lead.

Martha served with a number of statewide organizations: California Collaborative for Educational Excellence, California Equity Leadership Alliance, Bright Futures Steering Partners (CSUMB), National University Advisory Council and the Association of California School Administrators Superintendent Council. Martha was also a Founding Member of the Latino Family Fund Foundation and DEIA Lead for the Board of Trustees at Monterey Bay Aquarium.

Mr. David Brewer, Office of Equity, Community School-Student Services Departments



Vice Admiral David L. Brewer III, USN (Retired) served his country for over 35 years in the United States Navy. Upon retirement from the Navy, Vice Admiral Brewer continued his service to our nation when in November 2006 he was unanimously selected by the Los Angeles Unified School District’s Board of Education to become the Superintendent of the Los Angeles Unified School District (LAUSD), the second largest school district in the US with over 700,000 students.

During his tenure, LAUSD had its highest academic gains in five years: District API increased 21 points over the previous year (outpaced State of California gain by 7 points); elementary schools gained 34 points compared to a statewide gain of 13 points; middle schools grew 32 points compared to state gains of 15; high schools gained 22 points compared with state gains of 13 points. Eight of the major subgroups increased by double digits including a 15-point gain by ESL students and 16 points for students with disabilities. During his tenure, LAUSD:

**Vice Admiral, U.S. Navy
(Retired)**

**Master of Arts in
National Security and
Strategic Studies, Naval
War College, Newport, RI**

**Bachelor of Science in
Biology, Prairie View
A&M University, Prairie
View, TX**

- Implemented a required core curriculum, periodic assessments, concept lessons, and standardized textbooks and materials for all secondary (grades 6-12) schools.
- Designed and Implemented a Corrective Action Plan for District: approved by California State Board of Education.
- Designed and Implemented a Strategic Plan for High Priority Schools (impacting 110,000 students).

Mr. Brewer also implemented a redesign of the massive LAUSD central office so that the central office departments and their services were tightly aligned with their services to schools, especially those which were low performing.

As a consultant Brewer has worked on several educational projects relevant to the OUSD redesign, such as the Houston ISD school district and the Buffalo (NY) school district redesign projects among others, under the direction of Team Lead Consultant Dr. Cox.

Dr. Robert Schiller, Research, Data, and Assessment, Network Superintendents, and Programs for Exceptional Children



Dr. Robert Schiller has extensive experience in consulting at the state, district, and school settings with special expertise in staffing-human resources and organizational effectiveness.

As an educational consultant, Schiller has completed 89 studies in twelve states, including 37 studies in staffing, human resources and organizational effectiveness, special education, and research, evaluation and innovation services for such school districts as: Los Angeles Unified School District (CA), Inglewood (CA), Ontario-Montclair (CA), San Jose (CA), Ontario-Montclair (CA), Baltimore County Schools, Houston Independent School District (TX), Washoe County (NV), Wake County (NC), Pawtucket (RI), Birmingham (AL), Montgomery (AL), East Baton Rouge (LA), St. Paul (MN), Minneapolis (MN), New York City, Chicago, Detroit, and Territories of US Virgin Islands, Puerto Rico, and Guam; States of North Carolina, Texas, Florida, California, Vermont, West Virginia, and Virginia, among others (see below those focused on specific assignments for OUSD proposal).

University of Pennsylvania; Ed.D, Organizational Leadership

University of Pennsylvania; MS, Organizational Leadership

University of Mississippi; Ph.D, English

University of Mississippi, MA; English

Rutgers University, BA; Economics

His experience as a local superintendent has been in five (6) districts, (urban and suburban), with enrollments between 3,000 and 129,000 students.

He had served as the interim Senior Deputy Superintendent for the 720,000 student Los Angeles Unified School District. Schiller’s school-level experience includes being principal of a 2,900 student high school and as an English teacher.

Schiller’s state leadership includes service as the State Superintendent for two (2) states: Superintendent of Public Instruction for the State of Michigan and, Superintendent of Education for the State of Illinois. He had served as Deputy State Superintendent for the two (2) states: Delaware and Louisiana.

Schiller holds five degrees, including a second master’s and doctorate from the University of Pennsylvania; holds state certification (NJ, NY, LA, IL, MD, MI, DE) as Superintendent, Assistant Superintendent, Chief Financial Officer, School Business Administrator, Principal, Supervisor, teacher, as well as in labor relations, collective bargaining, and arbitration. He served as an officer in the Army (Active Duty and Reserves) for seven (7) years.

Lacy Cano, Researcher/Analyst



*MPP/MSW (in progress), University of California, Berkley.
A.B., Education Policy, Brown University, magna cum laude*

Lacy is a public policy researcher and skilled analyst specializing in human services and human capital investments. Lacy has played a key role in our project developing an Equitable Poverty Prevention Plan for the City of Dubuque, conducting extensive best practice research adapted to local residents living in poverty, supporting the facilitation of eight focus groups with community members and relevant groups, and conducting nearly a dozen key informant interviews major stakeholders.

For our project redesigning LA County’s GROW welfare-to-work program, Lacy led a comprehensive secondary research process on evaluation frameworks and successful workforce programs, significantly informing our recommendations to the County. She was also a key team member on our project developing a strategic plan for a multi-county social services agency.



4.4 REFERENCES

Please see below multiple reference forms from:

- Our most recent work with a major school district.
- Our work in California, including our most recent project in Los Angeles County.
- Similar projects led by our long-time school district project manager, Dr. JoAnn Cox.



CLIENT SATISFACTION SURVEY

Title of Project: Baltimore County Public Schools Operational Efficiency Study

Client: Baltimore County Government

Project Completion Date: July 2022

Thank you for taking the time to provide feedback on Public Works’ performance on the work performed for your organization. We are committed to providing excellent work to our clients and one important way we learn is by receiving feedback. Our records indicate that the Project Director for Public Works was Dr. JoAnn Cox. Please respond to each question with a yes or a no. If a statement does not apply to the project, or if you do not know, please choose the Not Applicable (N/A) option.

Q1	Question	Yes	No	N/A	Comments
1	Public Works staff understood our organization’s needs.	X			The goal of the work was clear and communicated appropriated throughout the process.
2	Public Works staff were responsive to our communications.	X			Dr. Cox was available throughout the process by phone, email, and virtual meeting format.
3	The Public Works Project Director handled challenges skillfully and professionally.	X			Dr. Cox adeptly navigated differences of perspective in developing feedback and recommendations for our organization.
4	Public Works staff provided regular and timely updates.	X			Routine meetings were scheduled providing advanced notice.
5	The Performance Review was well-managed by the Project Director.	X			The review was published and presented in a thoughtful approach.
6	Report/deliverable(s) were received in a timely manner.	X			Mission accomplished on schedule.
7	Report/deliverable(s) were of high quality.	X			Published report is understandable to the general public completed with details and rationale.
8	The findings and recommendations provided in the report/deliverable(s) were useful.	X			Our organization has implemented a significant amount of the recommendations.
9	All of the deliverables were submitted on time.	X			All timetables for the process were honored.

10	Overall, we were satisfied with the review process.	X			The review process was detailed, involved and yielded clear recommendations based on careful analysis.
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Below please provide us with a brief description of any positive outcomes resulting from Public Works' report and/or recommendations.

Overall, our organization has streamlined systems and structures optimizing resources, talents, systems and structures in a time of economic challenge on the heels of the global COVID-19 pandemic.

Printed Name: Mary Boswell-McComas

Signature: 

Title: Chief Academic Office

Email: mboswellmccomas@bcps.org

Phone: 410-459-1482

Date: 11/1/2022



CLIENT SATISFACTION SURVEY

Title of Project: GROW Program Redesign
Client: California Department of Public Social Services
Project Completion Date: 2020

Thank you for taking the time to provide feedback on Public Works’ performance on the work performed for your organization. We are committed to providing excellent work to our clients and one important way we learn is by receiving feedback. Our records indicate that the Project Director for Public Works was Eric B. Schnurer. Please respond to each question with a yes or a no. If a statement does not apply to the project, or if you do not know, please choose the Not Applicable (N/A) option. We welcome any comments to provide more specificity to your response. Also, please provide us with what you see as any positive outcomes of the work performed.

Q1	Question	Yes	No	N/A	Comments
1	Public Works staff understood our organization’s needs.	x			
2	Public Works staff were responsive to our communications.	x			
3	The Public Works Project Director handled challenges skillfully and professionally.	x			
4	Public Works staff provided regular and timely updates.	x			
5	The Performance Review was well-managed by the Project Director.	x			
6	Report/deliverable(s) were received in a timely manner.	x			
7	Report/deliverable(s) were of high quality.	x			
8	The findings and recommendations provided in the report/deliverable(s) were useful.	x			
9	All of the deliverables were submitted on time.	x			
10	Overall, we were satisfied with the review process.	x			

Below please provide us with a brief description of any positive outcomes resulting from Public Works' report and/or recommendations.

Public Works showed unusual dedication to client service. Shortly after the project launched, we were hit by the COVID-19 pandemic and the County had to curtail payment to all vendors. Public Works continued to complete all its work for half the original contract amount. Their team also displayed an ability to work with the full range of program stakeholders, from top agency officials to line staff to outside service providers to program participants, including hard-to-employ and homeless individuals – all while being forced to work remotely due to the pandemic. Their final report was extensive, detailed, and a blueprint from complete program redesign.

Printed Name: Raymond Hunter

Signature: 

Title: Chief, Contract Development & Solicitation, Los Angeles County Department of Public Social Services

Email: RaymondHunter@dpss.lacounty.gov

Phone: (562) 908-3585

Date: Monday, November 7, 2022



CLIENT SATISFACTION SURVEY

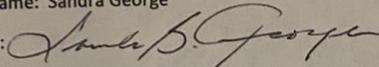
Title of Project: Applied Education Doctorate Study, STEM Academies, CSU Advantage
Client: California State University, Office of the Chancellor
Project Completion Date: 1999-2003

Thank you for taking the time to provide feedback on Public Works' performance on the work performed for your organization. We are committed to providing excellent work to our clients and one important way we learn is by receiving feedback. Our records indicate that the Project Director for Public Works was Eric B. Schnurer. Please respond to each question with a yes or a no. If a statement does not apply to the project, or if you do not know, please choose the Not Applicable (N/A) option. We welcome any comments to provide more specificity to your response. Also, please provide us with what you see as any positive outcomes of the work performed.

Q1	Question	Yes	No	N/A	Comments
1	Public Works staff understood our organization's needs.	X			
2	Public Works staff were responsive to our communications.	X			
3	The Public Works Project Director handled challenges skillfully and professionally.	X			
4	Public Works staff provided regular and timely updates.	X			
5	The Performance Review was well-managed by the Project Director.	X			
6	Report/deliverable(s) were received in a timely manner.	X			
7	Report/deliverable(s) were of high quality.	X			
8	The findings and recommendations provided in the report/deliverable(s) were useful.	X			
9	All of the deliverables were submitted on time.	X			
10	Overall, we were satisfied with the review process.	X			

Below please provide us with a brief description of any positive outcomes resulting from Public Works' report and/or recommendations.

Printed Name: Sandra George

Signature: 

Title: Chief of Staff (Former), California State University, Office of the Chancellor

Email: SGeorge@calstate.edu

Phone: 850-519-5561

Date: 6 Nov 2022



CLIENT SATISFACTION SURVEY

Title of Project: Cal/EPA Strategic Plan, Brownfields clean-up legislation, Innovations for Environmental Excellence, etc.

Client: California Environmental Protection Agency

Project Completion Date: 1999-2003

Thank you for taking the time to provide feedback on Public Works’ performance on the work performed for your organization. We are committed to providing excellent work to our clients and one important way we learn is by receiving feedback. Our records indicate that the Project Director for Public Works was Eric B. Schnurer. Please respond to each question with a yes or a no. If a statement does not apply to the project, or if you do not know, please choose the Not Applicable (N/A) option. We welcome any comments to provide more specificity to your response. Also, please provide us with what you see as any positive outcomes of the work performed.

Q1	Question	Yes	No	N/A	Comments
1	Public Works staff understood our organization’s needs.	X			
2	Public Works staff were responsive to our communications.	X			
3	The Public Works Project Director handled challenges skillfully and professionally.	X			
4	Public Works staff provided regular and timely updates.	X			
5	The Performance Review was well-managed by the Project Director.	X			
6	Report/deliverable(s) were received in a timely manner.	X			
7	Report/deliverable(s) were of high quality.	X			
8	The findings and recommendations provided in the report/deliverable(s) were useful.	X			
9	All of the deliverables were submitted on time.	X			
10	Overall, we were satisfied with the review process.	X			

Below please provide us with a brief description of any positive outcomes resulting from Public Works' report and/or recommendations.

The report was the foundation for the initiatives for change that was the basis for all that I accomplished as the Secretary of the California Environmental Protection Agency. The development of our Strategic Plan, the publication (twice a year) of our Accomplishments and Priorities (that was bound and sent to the Legislature and posted on our website), EPIC (Environmental Protection Indicators for California), the Clean Beaches Initiative, the Environmental Education Initiative, and more. The Public Works deliverables were essential to whatever successes I achieved as CalEPA Secretary.

Printed Name: Winston H. Hickox

Signature: *Winston H. Hickox*

Title: Secretary (Former), California Environmental Protection Agency

Email: WHickox@calstrat.com

Phone: 916-484-0356

Date: *11/6/22*



**Texas Legislative Budget Board: Houston ISD Performance Review
Project Completed in December 2019**

Thank you for taking the time to provide feedback on WestEd’s work on the Houston ISD Performance Review project. We are committed to providing excellent work to our clients and one important way we learn is by receiving feedback. Our records indicate that the Project Director for WestEd was Dr. JoAnn Cox and the project recently ended. Please respond to each question with a yes or a no. If a statement does not apply to the project, or if you do not know, please choose the Not Applicable (N/A) option.

Q1	Question	Yes	No	N/A	Comments
1	WestEd staff understood our organization’s needs.	X			
2	WestEd staff were responsive to our communications.	X			
3	The WestEd Project Director handled challenges skillfully and professionally.	X			
4	WestEd staff provided regular and timely updates.	X			
5	The Performance Review was well-managed by the Project Director.	X			
6	Report/deliverable(s) were received in a timely manner.	X			
7	Report/deliverable(s) were of high quality.	X			
8	The findings and recommendations provided in the report/deliverable(s) were useful.	X			
9	All of the deliverables were submitted on time.	X			
10	Overall, we were satisfied with the review process.	X			

The survey was completed by Lesli Cathey, Manager of the School Performance Review, Texas Legislative Budget Board

In addition to the reference forms provided, the following reference has agreed for you to contact him regarding Dr. Cox's leadership on school district studies:

Dr. Bruce Harter, former Superintendent of West Contra Costa Unified School District and former Interim Deputy State Superintendent for California Department of Education.

Dr. Bruce Harter, then Superintendent of West Contra Costa Unified School District stated, "Later this spring, WCCUSD will finally be relieved from state receivership, after having state oversight for more than 20 years. One of the key initiatives that moved the district forward was a performance audit. The person who made the audit so successful was JoAnn Cox who headed up the project. Dr. Cox has the right combination of technical, human and conceptual skills to provide the leadership it takes to make positive change in managing complex and politically oriented organizations. She was able to work with difficult and challenging people by using her considerable listening skills. Perhaps the most impressive are her follow-up and follow-through skills that the final product was both timely and flawless."

Phone: 510-691-2405

Email bruce_harter@hotmail.com

"The Performance Review Public Works led of DEED has been an unexpected blessing. The report has provided me with a thoughtful description of DEED's strengths and weaknesses. Ultimately, Alaska's students will benefit from the Performance Review report." **(Alaska Commissioner of Education, Michael Johnson)**

"I really appreciate meeting educators like you with passion, competence, and skill. I appreciate the feedback at the detailed level your team has provided." **(Mike Daria, Superintendent of Tuscaloosa School District, AL)**

"Dr. Cox directed four efficiency reviews for the SC Education Oversight Committee. Dr. Cox and her team were extremely professional and collaborative as they worked with the superintendents, district staff, and school boards. The efficiency review reports were so well received by the districts and the state legislature that the state is considering appropriations for additional district efficiency reviews in the next fiscal year." **(Melanie Barton, Executive Director of the SC Education Oversight Committee)**

"As the leader of the audit team, I found Dr. Cox to be very knowledgeable, organized, thorough and extremely professional. We were very satisfied with the outcome of the audit and are presently implementing the recommendations in the report." **(Ufot Inyang, Associate Superintendent, Dougherty County School System, GA)**

"As the project director for the CCSD efficiency review, you [Dr. JoAnn Cox] know better than most that our district is of significant depth with systems, processes, and functions that could easily overwhelm the inexperienced consultants. Throughout the entire review,

we found you and your team to be conscientious, responsive, and open to all input from the civic leaders of Las Vega to parents in our most remote communities.” **(Walt Rulfes, Superintendent of Clark County School District, NV)**

“I found Dr. Cox to be extremely competent, organized, and have extraordinary people skills and in a very short time earned the respect of our district staff. “ **(Mark Vianello, Executive Director, Marion County Schools, FL)**

“Dr. Cox was extremely trustworthy when it came to the dissemination of the performance audit report. She kept the results confidential until their public release even though the media and others often tried to obtain an early release of the recommendations.” **(John Dietz, Former Director of Business Services, Metropolitan Nashville Public Schools, TN)**

Appendix A: Public Works LLC Team Resumes



JoAnn Cox, Ed.D

SUMMARY OF RELATED EXPERIENCE

Dr. JoAnn Cox has been working with Public Works LLC for over 15 years on numerous similar education projects. Dr. Cox works to transform education systems in partnership with state and local educators, families, and communities to strengthen teaching and learning. Many of her projects focus on leading change that positively affects outcomes for students, especially those disadvantaged by income, race, ability, and/or language. Cox has held various positions in education for over 35 years, including working in Palm Beach County School District as a curriculum specialist, at the Florida Department of Education as a state school improvement leader with high-needs schools, and leading and working on district and state-level efficiency and effectiveness review teams. While working at the Florida Association of District School Superintendents (FADSS), Dr. Cox provided extensive leadership development training to its members. She has also volunteered to work on various budget committees for Leon County Schools, Florida. She has earned a national reputation as one of the most accomplished consultants on improving student outcomes and generating savings for financially challenged organizations. Dr. Cox has expertise in school district and state department operational efficiency, central office staffing, providing technical assistance to struggling schools, district and state organization and management, strategic planning, and parent and community involvement. She has led diverse education teams in more than 150 school district efficiency and effectiveness reviews, audits, and/or evaluations in 37 states, including California. She has also monitored the implementation of federal grants to charter management organizations nationwide.

EDUCATION

1998 EdD, Education Administration, Florida State University, Tallahassee, FL
1993 EdS, Education Administration, Florida State University, Tallahassee, FL
1992 MS, Education Administration, Florida State University, Tallahassee, FL
1978 BS, Education/Communication, Florida State University, Tallahassee, FL

CERTIFICATIONS

1998 Education Administration, Level I, Florida
1978 Debate/Speech/Language Arts Secondary Teaching, Florida
2018 Levels I & II Curriculum Audit Training (CMSi)
2019 Certified Assisting Change in Education Trainer

PROFESSIONAL EXPERIENCE

President, JJC and Associates, LLC, Tallahassee, FL

2012-Present

Created a woman-owned LLC educational consulting firm; provided quality PK-12 services to school districts and state departments of education; conducted school turnaround services for charter schools in South Carolina; provided school improvement technical assistance to Hopi Indian Schools in Arizona as well as numerous schools in Virginia; performed human resources consulting services for Virginia Beach City Public Schools.

Teamed with Public Works LLC on numerous staffing and efficiency studies including, but not limited to the Dalhart ISD (TX) Efficiency Review, the Department of Education and Early Development (DEED) Performance Review (AK), the Hopi staffing and efficiency study, as well as the Operational Efficiency Review of Baltimore County Public Schools.

Assessed the efficiency and effectiveness of operations of four school districts for the South Carolina Education Oversight Committee; conducted Human Resources Studies, Special Education Reviews, and Performance Reviews for district and state-level education departments including the state education agency in Alaska; assisted in providing needs assessments and recommendations for low-performing schools in four public school districts in Alabama.

Associate Director, School and District Services, WestEd, Tallahassee, FL

2017–2021 (As of 2021, performing consulting work part-time)

Assist the Director in creating and managing a strategic business plan with specific targets, metrics, and strategy to grow our school and district improvement portfolio; cultivate relationships with leaders such as state and district superintendents /state education leaders and other executive level staff characterized by trust and respect that increases recognition of WestEd as a partner for school and district improvement support; develop strategic business opportunities with a focus on larger, multi-year engagements where impact can be demonstrated. Provide supervision and support (e.g., coaching, mentoring) to low performing schools; serve as a content expert that supports the development, planning, and delivery for school and district improvement; manage and lead projects with state and local educational agencies related to school and district improvement; plan, organize, and model practice for managers and team members to gather and analyze data, complete site visits, design and facilitate project events, communicate with clients, prepare work products, and evaluate services impact. Design and/or identify, organize, facilitate, and provide professional learning experiences that reflect model practices and develop competencies of school and district services staff to meet current and emerging project needs (e.g., content expertise, project

management skills, business development, client coaching strategies); maintain awareness of project deliverables and ensure that review protocols are followed by managers and project teams.

**Executive Vice President (Tallahassee-based office)
Futures Education, LLC, Springfield, MA**

2012-2014

Led teams in the delivery of special education services and efficiency studies; provided oversight of all related services provided to schools in the Education Achievement Authority (Detroit's lowest achieving schools); developed and implemented a company-wide marketing plan and materials for special education services; drove a high volume of sales through the complete sales process from prospecting to closing; exceeded sales targets established by the firm; won the firms' first project successes in Florida, California, and Texas; Spearheaded firm acquisitions.

**Senior Partner/Board of Directors
MGT of America, Inc., Tallahassee, FL**

1998-2012

**Consultant for District Policy Reviews
Center of Management Services, Tallahassee, FL**

1997-1998

**Team Leader for School Improvement Services/Leadership
Training for Florida Association of District School Superintendents, Tallahassee, FL**

1991-1998

**Curriculum Specialist
Palm Beach County School Board, Palm Beach County, FL**

1996-1998

**Teacher: English, Debate, Speech, and Drama
Atlantic Community High School, West Palm Beach, FL**

1979-1990

**Adjunct Professor
Educational Leadership for Florida State University and Nova University**

Various Years

SELECTED PUBLICATIONS AND PRESENTATIONS

Cox, J.C., (2014). *Educational Entrepreneurship: Exploring Public-Private Partnerships for the 21st Century*, Chapter: Exploring public-private partnerships for curriculum and instruction, Rowman & Littlefield, 2015.

Cox, J.C., (2013). School districts can increase efficiency while serving students better.

Cox, J.C., (2000). School safety: is there an answer? Florida School Boards Association Publication Focus, Year 16, Issue 4, 2000.

Cox, J.C., (1998). A multiple case study of Florida school superintendents' application of time management skills developed through a state-supported training program. Dissertation, Florida State University

Cox, J.C., (1997). Program Review of the League of Professional Schools at the University of Georgia.

Cox, J.C., (1997). Making the grade. A report on the nationwide project and Jefferson County's adaptation of the nationwide program.

Cox, J.C., (1997). Similarities of the role and functions of the agricultural extension agent and the potential role and functions of the education extension agent. Florida Department of Education.

Cox, J.C., (1996). Florida superintendents' survey of the linkages and collaboration among the cooperative extension system and school districts. Florida Department of Education.

Cox, J.C., (1996). Program Review of the Pennsylvania School Improvement Program.

Cox, J.C. (May 2016). Finding Efficiencies in School District Operations. Report presented at the South Carolina Association of Business Officials, Myrtle Beach, SC.

Cox, J.C., & Bittle, P. (July 2013). A continuum of partnerships with public schools. Paper presented at the Educational Research and Development Institute, Tucson, AZ.

Cox, J.C. (July 2013). Finding more efficiencies in the delivery of educational services. Paper presented at the Wisconsin Association of School Administrators, Lake Geneva, WI

Cox, J. C., (August 2013). Innovative trends in the delivery of educational services. Paper presented at the Louisiana Association of School Superintendents, New Orleans, LA.

Cox, J.C., (October 2012). National trends in delivering special education services. Paper presented at the District Administration Leadership Conference, Naples, FL.

Cox, J. C., (May 2008). Advantages for your education service agency to conduct a third-party efficiency and effectiveness audit. Presentation to American Educational Service Agencies (AESA), Mystic, CT (national).

Cox, J.C., (February 2003). Safe schools, healthy students: keys to effective program evaluations. Paper presented at the National Safe Schools/Healthy Students training seminar for the Juvenile Justice and Delinquency Prevention National Training and Technical Assistance Center, Dallas, TX (national).

Cox, J.C., (June 1997). Strengths of Florida's school improvement initiative. Paper presented at the Florida Department of Education to Taiwanese educators visiting Florida State University, Tallahassee, FL.

Cox, J.C., (September 1996). Creating schools for Florida's future. Paper presented at the Florida Department of Education Orientation and Awareness Seminar, Tallahassee, FL.

DAVID L. BREWER III

SENIOR EXECUTIVE

PRESIDENT/CEO/COO

Strategic Management • Visionary Leadership • Fiscal Accountability

EXECUTIVE SUMMARY

Innovative, assertive, visionary and results-oriented **Senior Leader** who has a distinguished background of successfully developing quality programs and initiatives that spur operational growth and mission accomplishment. Outstanding ability to effectively identify opportunities, develop focus and provide strategic organizational solutions. Exceptional communicator and public speaker with strong negotiation, problem resolution and client needs-assessment aptitude.

◆ PROFILE ◆

Senior professional and high-level strategic thinker who possesses the necessary leadership skills and experience to develop successful implementation strategies and foster team participation.

A respected team leader, who sets achievable goals by cultivating and maintaining a culturally sensitive, non-judgmental, collaborative brainstorming environment; excellent at motivating and coaching others to co-develop these goals and encourage them to reach beyond perceived limits.

An accomplished personnel manager and developer, with strong vertical and lateral management techniques who routinely facilitates the exchange of ideas, who can use relationship networks to strategically accomplish objectives – successfully assembled interdisciplinary management teams that have member’s interests and strengths well integrated into project concepts and philosophies.

CORE COMPETENCIES

- Strategic Planning & Organizational Leadership
- Budget Planning & Business Forecasting
- Education Leadership & Management
- Process Reengineering & Change Management
- Information Technology & Cyber Security Strategy
- Operational Streamlining
- Staff Development & Promotion
- Strategic Partnerships
- Social Entrepreneur – Non-Profits
- Logistics

RECENT EMPLOYMENT & CONSULTING EXPERIENCE

LOS ANGELES UNIFIED SCHOOL DISTRICT, Los Angeles, CA

2006-2008

Superintendent

\$7B Annual Budget; 100,000 full & part-time employees

Unanimously selected to lead the second largest school district in the US with over 700,000 students at more than 800 schools.

- Spearheaded a \$20B school construction and renovation program that was the largest in US history.
- Passed the largest school construction bond - \$7B – in US history in 2008, with a 68.94% voter approval.
- Launched initiatives that resulted in the highest academic gains in LAUSD in over five years, reversing five years of declining gains.
- Implemented programs that led to highest academic gains among major California school districts for academic year 2007-08.
- Developed a strategic plan that resulted in the highest increase in high school and middle school academic gains in over eight years.
- Developed and implemented programs that focused on the lowest performing students, resulting in the highest one-year academic gains ever for African Americans; highest in five years for Latinos.
- Increased academic rigor by introducing International Baccalaureate (IB) programs; there were 82 IB programs in California, but none in the Los Angeles Unified School District.
- Created innovative and aggressive programs that reduced the dropout rates a record 17% during academic school year 2007-08, which yielded a substantial boost in graduation rates and the largest 12th grade class since 1979.
- Negotiated a historic agreement with the LA Chamber of Commerce that allowed businesses to partner with over 350 small learning communities at over 60 high schools.
- Rectified an existing IT payroll problem that impacted over 100,000 employees and represented \$2.8B in annual payroll.
- Developed and implemented a Decision Flow Matrix system to help the district leadership more effectively resolve serious personnel disciplinary problems.

THE BREWER LEADERSHIP GROUP, LLC, Centreville, VA

2006-Present

President and Chief Executive Officer

Recent Employment Experience (Continued)

Senior executive charged with utilizing extensive background to render leadership and management consulting expertise that transforms organizations and companies to high profitability and productivity.

- Lead executive in a start-up company that has developed a unique cyber security solution for federal agencies.
- Lead consultant in the development & implementation of education solutions for youth.
- Selected to serve as guest speaker for an event honoring General Colin Powell.
- Honored with leadership philosophy being featured in the book *Love Leadership* by John Hope Bryant.
- Consultant evaluating the governance of the Houston Independent School District - 2019

BENCHMARKING PARTNERS, INC, Cambridge, MA

2006-Present

Benchmarking Practitioner

High profile consultant with autonomy over providing detailed and secure open source Web 2.0 solutions for cross-industry uses that ranged from disaster relief and health care to value chain efficiency and security.

READ TO A CHILD

2010-Present

National Board Member

Read to a Child is a national literacy and mentoring program for disadvantaged elementary school youth. Senator Ted Kennedy championed this program when it was the Everybody Wins! USA Power Lunch program for over 15 years until his death. Volunteers read to a child during their lunchtime once-a-week in five regions nationwide. 83% of the students improve in ten reading success factors; 100% in at least one success factor.

JONES HIGH SCHOOL FOUNDATION, Orlando, FL

2013-Present

President

Jones High School Foundation's (JHSF) mission is to fund and support empowerment programs for the students, faculty, families and administration of Jones High School. Specifically, the JHSF focuses on enhancing the academic and enrichment programs at Jones High School (JHS) to empower its current students and sustain its 100 plus year legacy of producing some of the finest citizens in the state of Florida and our nation. JHS is a Title I school with 85% poverty. **Raised over \$390K from 2015-22.**

100 BLACK MEN OF GREATER ORLANDO, Orlando, FL

2013-Present

Project Success College Prep Education Chairman

100 Black Men of Greater Orlando has raised over \$1.9M in college scholarships since 2003 for 38 college graduates to date, with an **85% college graduation rate**. National averages – African Americans- 42%; Hispanics – 49%; Whites – 60%; & Asian-Americans – 69%

- Project Success Prog College Prep Program
 - Academics, SAT/ACT prep, Financial Literacy, Investment Portfolios, Entrepreneur program, Etiquette, Monthly & Summer Book Reports, Field Trips, College Visits, etc.
- \$5K per year **college scholarship** for a total of \$20Kper student.
 - Dedicated college counselor

ORANGE COUNTY RESEARCH & DEVELOPMENT AUTHORITY, Orlando FL

2017 – Present

Chairman of the Board

Orange County Research & Development Authority is the governing board for the Central Florida Research Park (CFRP). CFRP is a research park abutting the main campus of the University of Central Florida (UCF) in Orlando, Florida, CFRP is the largest research park in Florida, the fourth largest in the United States by number of companies, and the seventh largest in the United States by number of employees.

WEST LAKES PARTNERSHIP, INC

2018 – Present

Chairman of the Board

West Lakes Partnership, Inc.'s (WLP) mission is to enhance economic and educational opportunities for all residents of West Lakes, a collection of historic neighborhoods in the western area of Orlando Florida. In partnership with the quarterback organization, LIFT Orlando & other partners, WLP has coordinated the development of apartment and single-family housing, senior living housing, an early learning center, a Boys & Girls Club, and a Health & Wellness Center. WLP is also rehabilitating and selling homes.

BETHUNE-COOKMAN UNIVERSITY, Daytona Beach FL

2020 – Present

Board of Trustees

US NAVY (SENIOR LEADERSHIP POSITIONS)

1970-2006

Commander, Military Sealift Command (MSC), Washington, DC (2001-2006)

\$3B Annual Budget

As the commander, accountable for performing the sealift logistics for Operation Enduring Freedom and Operation Iraqi Freedom. Delivered over 8 billion gallons of fuel and over 20 million square feet of combat cargo to US and allied fighting forces – **largest logistics movement since World War II.**

- Introduced innovative operating model that furnished logistics to the fleets and transformed MSC into a leaner more efficient command, which saved the US Navy over \$1B.
- Engineered the delivery of 1.4 million gallons of emergency fuel to hospitals, National Guard and rescue service providers throughout Louisiana during **Hurricane Katrina disaster relief efforts.**
- Contracted cruise ships to house rescue workers, policemen, firemen, and residents displaced due to damage caused by Hurricane Katrina.
- Superintended the provision of seaborne hospital services to thousands of residents of Louisiana and Mississippi.

Vice Chief of Naval Education and Training, Pensacola, Florida (1999-2001)

As the Vice Chief of Naval Education and Training was responsible for the education and training of over 300,000 Sailors and their families for the Navy's largest shore command, comprised of over 25,000 Sailors and civilians.

- **Instituted the Navy College Program, which formed partnerships with over 15 universities, colleges, and community colleges to provide distance learning college degrees to Sailors.**
- **Negotiated with the American Council on Education to provide college credits for Naval training, starting in Boot Camp.** This program resulted in a large number of Sailors earning an Associate's Degree upon completion of their initial Naval training.
- Developed the **Navy E-Learning program** that furnished over 2000 free online courses to Sailors, their families, and retirees and their spouses.
- Responsible for all of the Naval ROTC units in the nation.

Commander, Amphibious Group Three, San Diego, California (1997-1999)

- Instrumental leader of a group of 17 ships and 17,000 sailors and marines.
- Valued leader and mentor of Sailors, resulting in a record eight of his group's 17 commanding officers eventually being promoted to Flag rank (Admiral).

EDUCATION AND PROFESSIONAL DEVELOPMENT

Vice Admiral, U.S. Navy (Retired)

Master of Arts in National Security and Strategic Studies, Naval War College, Newport, RI

Bachelor of Science in Biology, Prairie View A&M University, Prairie View, TX

AWARDS AND RECOGNITIONS

Naval War College's Distinguished Graduate Leadership Award–10th recipient in the history of the Naval War College (2006) • Navy League of the United States Vincent T. Hirsch Maritime Award • National Defense Transportation Association's Department of Defense Distinguished Service Award • Navy Distinguished Service Medal • Defense Superior Service Medal • Legion of Merit (three awards) • Meritorious Service Medal (two awards) • Navy Achievement Medal • Los Angeles NAACP's Man of Valor Award • Who's Who in Black Los Angeles • Cable television's Telly Award (best local programming) for his TV show "Transforming Education with Superintendent Brewer" • Great Beginnings for Black Babies' Dr. Virginia Hunter Education Award • Onyx Magazine & LBS Foundation's State of Florida Lifetime Achievement Award

Rudy M. Castruita, Ed.D.

Dr. Rudy M. Castruita has been a dynamic force in the field of education for 39 years. He served as the San Diego County Superintendent of Schools for 12 years. Prior to that, he was Superintendent of the Santa Ana Unified School District.

Dr. Castruita's accomplishments in school reform have been recognized throughout the educational community, garnering him numerous awards and accolades for his dramatic reform efforts and for raising student achievement in low-wealth school districts. He was named California's Superintendent of the Year, and received the Marcus Foster Award from the California Association of School Administrators, that organization's highest honor. Because of his success in producing National Blue Ribbon Schools and State Distinguished Schools, Dr. Castruita was asked to be the National Blue Ribbon Schools trainer and evaluator. He was recently named one of 12 "Tech Savvy Superintendents" in the nation by *E-School News*.

Dr. Castruita has taken an active role among educational leaders. He has served as past-president of the California County Superintendents Educational Services Association (CCSESA) and the California Urban Superintendents. He currently serves on the State Superintendent's Advisory Committee for Implementing the Public School Accountability Act of 1999, the Governance Task Force of the state committee to develop a Master Plan for Education, the California Reading First Initiative Leadership Team, and was chair of the statewide Language Arts Task Force to Develop Standards for High School Graduates. Most recently, Dr. Castruita was appointed to the State's Legislative Blue Ribbon Commission on Autism by the State's Legislators.

Dr. Castruita serves on several national boards including Scholarship America, the prestigious Educational Research & Development Institute, and the Board for Harvard's Urban Superintendent Program. Recently, Dr. Castruita was nominated by the President of the United States, and appointed by the United States Secretary of Education Margaret Spellings, to serve on the President's Advisory for Department of Defense Schools for military based schools overseas.

In Dr. Castruita's capacity as the University of Southern California Irving & Virginia Melbo Chair for the Rosier School of Education, he brings relevant urban reform strategies and leadership experience to the doctoral program at the University of Southern California.

Dr. Castruita is known for his public speaking engagements that have taken him to Cornell, Columbia, and Harvard universities, University of California, Berkeley, and his alma mater, the University of Southern California; and he is frequently asked to deliver keynote addresses at major events sponsored by a wide variety professional organizations.

EDUCATION

University of Southern California, EdD, Educational Administration, Secondary Curriculum, 1983

Utah State University, Logan, UT, MS, School Administration, 1967

Utah State University, Logan, UT, BS, Social Science 1966

PROFESSIONAL EXPERIENCE

2006-Present University of Southern California Endowed Chair Professor

1994-2006 County Superintendent of Schools, San Diego County, CA

1988-1994 Superintendent, Santa Ana Unified School District, Santa Ana, CA

1987-1988 Associate Superintendent, Secondary Division, Santa Ana Unified School District, Santa Ana, CA

1985-1987 Assistant Superintendent, Secondary Division, Santa Ana Unified School District, Santa Ana, CA

1980-1985 Principal, Los Alamitos High School, Los Alamitos Unified School District, Los Alamitos, CA

1975-1980 Assistant Principal, Mountain View High School, El Monte Union High School District, El Monte, CA

1967-1975 Secondary Teacher, Arroyo High School, El Monte Union High School District, El Monte, CA

1967-1975 Counselor, Coordinator of Driver Education, El Monte Union High School District, El Monte, CA

ADDITIONAL PROFESSIONAL EXPERIENCE

Adjunct Professor, Educational Administration, California State University, Long Beach

Adjunct Professor, School of Finance, University of San Francisco

Member, U. S. Department of Defense Advisory Council on Dependent Education

Member, State Superintendent's Task Force on "Reading First Initiative"

Chair, Language Arts Task Force, State of California

Member, Academic Performance Index Task Force, State of California

Member, Governance Task Force and State Committee to Develop a Master Plan for Education

Member, State Superintendent's Advisory Commission for the Public Schools Accountability Act of 1999

Member, State Superintendent of Public Instruction Eastin's Transition Team

Advisor/Consultant to School Boards in Board/Superintendent Relations and in Conducting Superintendent Searches

Member, USC Alumni Association Board of Governors and Superintendents Advisory Council

Member and Past-President, California County Superintendents Education Services Association (CCSESA)

Member, University of California Latino Eligibility Study

Mentor Superintendent, Harvard Urban Superintendent's Program

RECENT PROFESSIONAL ACHIEVEMENTS

A partial list of achievements as San Diego County Superintendent of Schools:

Established three regional technology centers as hubs for educational information, resources and technology support for local districts and their communities: Joe Rindone Regional Technology Center(\$4.2M); North County Regional Education Center (\$8.4M); and South County Regional Education Center (\$13M).

With President Vicente Fox Quesada, initiated Projecto California, a partnership with the Mexican government, to provide \$40M worth of computer software to students in California and across the U.S. and launched hundreds of adult literacy centers throughout the nation.

Saved districts \$6.4M in costs for mental health services for special education students by organizing a collaboration among all 42 districts to insure full funding of these services by negotiating an agreement with county government agencies.

Established the California High School Exit Exam (CAHSEE) Compact to eliminate the achievement gap with the support of Resolutions from 42 governing boards and superintendents to implement the Compact with the goal of 100% pass rate on the CAHSEE by the Class of 2006.

Developed a joint labor-management trust that provides benefits for some 86,000 employees and their families in 27 districts; instituted a 30-district consortium to provide high quality legal services at significant cost savings to school districts.

Since 2000, received \$50M+ annually in state and federal grants to serve districts in areas of: curriculum, professional development, school safety/violence prevention, early childhood education, and technology.

PRESENTATIONS

Partial listing of major presentations made to national and state organizations:

Closing the Achievement Gap in Math: A Compact in San Diego County
National Association of Latino Administrators and Superintendents
Atlanta, Georgia; October 2005

Ensuring a High Quality Teacher for Every Child
U. S. Department of Defense Advisory Council on Dependent Education,
Arlington, Virginia; September 2005

A Compact to Close the Gap in Math
State Superintendent's Annual High School Reform Conference
Sacramento, California; 2004

A Superintendent's Perspective on Brown v. Board
CA Bar Association's 50th Anniversary of Brown v. the Board of Education Conference
Sacramento, California; 2004

Technology in the Classroom
International Society for Technology in Education (ISTE)
San Antonio, Texas; 2004

The Ultimate Challenge: The Freedom of Excellence
Georgetown College, Commencement Address
Georgetown, Kentucky; 2004

Leadership Does Make a Difference in Building Success
Wisconsin Association for Supervision and Curriculum Development (ASCD) and
Wisconsin Department of Public Instruction

Appleton, Wisconsin; 2003

Inaugural Speech for the Pilot Plaza Comunitaria Project – Webcast and Teleconference with President of Mexico Vicente Fox Quesada and 64 Communities across the United States and Mexico

San Diego, California; 2003

Standing at the New Frontier: You Can Change the World

California State University, San Marcos, Commencement Address

San Marcos, California; 1997

Multicultural Diversity in Our Schools

39th Annual Delta Epsilon Lecture, University of Southern California

Los Angeles, California; 1993

Schools Preparing Students for College: When the Minority is the Majority in the School

University of California, Berkeley – 15th Conference on Undergraduate Student Affirmative Action
Berkeley, California; 1992

Building Student Success

Institute for the Advancement of Urban Education

Jersey City, New Jersey; 1991

Enhancing the Effectiveness of Schools through School/College Partnerships

American Association for Higher Education Conference

Long Beach, California; 1989

Creating a World of Difference: Making Education a Priority

United Nations Council

Vienna, Switzerland; 1988

Martha L. Martinez

Executive Profile

*Curriculum & Instruction * K-12 Educational Expertise * Site, District, & COE Leadership

*State/Federal Program Accountability * Organizational Leadership * Systems Implementation

- Co-Executive Director for California Association of Latino Superintendents & Administrators
- Retired Superintendent urban elementary school district of 9,100 students
- Responsible for budget oversight, management and planning in excess of \$115 million
- 25 years of experience in successful education administration, instruction and support in pre-K through high school
- Participation in statewide leadership organizations, committee lead and facilitator of state consortia meetings
- Focus on building strong relationships, team building/integration, and collaborative work environments
- Effective partnership region's districts, County Offices of Education, and California Department of Education
- Assistant Superintendent of Curriculum and Instruction for unified school district
- Senior level director for a large public educational services agency supporting 265,000+ students across 32 districts
- Responsible for an integrated department providing leadership development opportunities for administrators, dissemination of research based instructional strategies or resources and informational workshops on current state or local initiatives
- Experience in designing and leading professional development for district/site administrators and teacher leaders
- K-12 consultations with districts, counties, and state agencies focused on systemic program improvement

Credentials and Certificates

- California Administrative Services Credential – Professional Clear
- California Multiple Subject Teaching Credential
- Association of California School Administrators (ACSA) Superintendent's Academy
- Award and **Certificate of Recognition from Tom Torlakson**, State Superintendent of Public Instruction - 2012
- Certificate of **Commendation for Exemplary Service Award** Santa Clara County Office of Education - 2012
- California School Leadership Academy

Professional Experience

Co-Executive Director, California Association of Latino Superintendents & Administrators (CALSA)

July 2020 to current

- Provide leadership at state, regional and local level to over 1,000 California administrators
- Oversight of day-to-day operations of CALSA
- Ongoing Communications to executive board, board members and membership
- Retain and expand core partnerships

Superintendent

July 2015 to June 2020

Salinas City Elementary School District

- Responsible for all functions related to the leadership and management of Salinas City ESD
 - Establish strong community and business partnerships
 - Evaluator of assistant superintendents and 14 principals
 - Focus on developing effective systems and structures to eliminate the achievement gap
 - Expanding parental involvement and parent leadership development
 - Strengthening fiscal accountability

Assistant Superintendent, Curriculum and Instruction

North Monterey County Unified School District

May 2013 to June 2015

- Direct implementation of Common Core State Standards efforts across K-12 schools for more than 200 teachers
- Implemented K-12 Rigorous Curriculum Design units of study for ELA and Literacy Across the Curriculum
- Responsible for evaluation and supervision of directors of special education, migrant education, student/family services, after school programs and early childhood programs to ensure equitable opportunities for all students
- Develop and facilitate monthly professional development leadership meetings to build capacity of site and district administrators and instructional teacher leaders for the implementation of the Common Core State Standards and instructional leadership
- Established systems and structures for comprehensive analysis of resources and data to execute critical decision making in the Local Control Accountability Process (LCAP) process
- Led the implementation of Common Core aligned mathematics curriculum K-12
- Established and facilitated English Learner Task Force to revise English Learner Master Plan to inform LCAP
- Led and trained site leadership in driving school improvement based on Instructional Rounds model
- Consistently demonstrated leadership capacity to improve instructional programs and learning opportunities to raise student achievement and growth levels

Senior Director, Educational Services Branch

Santa Clara County Office of Education, San Jose, CA

April 2007-May 2013

- Senior Director for Leadership services for a large, K-12 educational service agency (265,000 students, 32 districts) in the County of Santa Clara, CA (Silicon Valley)
- Developed informational resources and workshops for legislative initiatives for district and county leaders
- Coordinated county wide efforts for CDE for the Distinguished Schools, Title I and Blue Ribbon Awards program
- Supervised and evaluated directors and a coordinator of Leadership Development, Administrative Training Programs/Tier I and Tier II and Positive Behavioral Instructional Supports (PBIS) Center
- Research and development of policies, procedures and guidelines to ensure legal compliance and appropriate alignment of resources
- Certified trainer of organizational leadership efforts including The Speed of Trust, Strategic Planning and Fierce Conversations
- Conducted Institute for Systems Implementation of the Common Core State Standards
- Developed Principals Network Series on Common Core Tools for Principals, Teacher Effectiveness, and School Improvement Strategies
- Developed guide for training of school site councils
- Lead for Regional System District/School Support (RSDSS) responsible for conducting monthly meetings for four counties, submission of Mid-Year and End of Year reports to CDE
- Oversight of \$650 thousand RSDSS budget across four counties and submission of quarterly and End of Year expenditure reports
- Facilitated District School Leadership Teams (DSLTL) through school improvement process
- Led Restructuring process for Program Improvement Year 3-4 schools
- Established and facilitated Alternative Governance Boards for Program Improvement Year 5+ schools

District Assistant Intervention Team Lead (DAIT)

August 2007-May 2013

Santa Clara County of Education, San Jose, CA

- State approved DAIT provider and Santa Clara County Office DAIT Lead for districts in program improvement
- Conducted comprehensive needs assessment for Corrective Action districts in Santa Clara, San Benito, and Monterey counties
- Provided monthly updates to district Executive Cabinet
- Presented report of findings, progress updates and corrective action requirement to board of education
- Developed and submitted quarterly and end of the year progress reports for Corrective Action districts
- Assisted LEAs with the revision of district improvement plans for submission to CDE
- Provided technical assistance to LEAs in the California Accountability & Improvement System (CAIS) pilot
- Developed protocols for monitoring including classroom walk-thru tools for instructional program evaluation and improvement
- Successfully implemented system-wide reform efforts resulting in increased student achievement

Administrator; State/Federal Program and Special Projects

Gilroy Unified School District, Gilroy, CA

July 2003-

March 2007

- Responsible for the management of state and federal program budget in excess of \$10 million
- Directed, supervised and evaluated all categorical programs including submission of state required reports
- Advocate to elementary and middle schools representing high performing schools and high poverty schools
- Conducted district wide classroom walkthroughs for monitoring of key district initiative
- Trainer for data teams on data analysis to guide instruction and participant at middle and high school levels
- Responsible for the development and completion of School Accountability Report Cards for 15 schools (K-12)
- Prepared, procured and administered grants - successful grant submission for Supplemental Educational Services Provider
- Provided professional development to principals, teachers, paraprofessionals and parents in effective instructional strategies
- Provided district oversight for all requirements of Program Improvement at 8 schools (K-8)
- Supervised K-12 district wide before and after school intervention programs and summer school

Administrator; English Learner Programs

Gilroy Unified School District, Gilroy, CA

July 2002-June 2003

- Effective management of English Language Learner Programs including EIA-LEP, Migrant, ELAP, and Title III raising AMAO's and reclassification rates
- Established and led the EL Task Force for the development and implementation of the EL Master Plan
- Provide professional development for teachers, administrators and parents for effective implementation of the EL Master Plan
- Established successful district wide committees (DELAC, PAC and DAC) including recruitment for diverse representation on the Superintendent's Parent Advisory Committee
- Provided staff development on effective research based instructional strategies for EL
- Developed comprehensive assessment system for English Language Development for monitoring the progress of ELs
- Led ELD committee in the selection and implementation of a new district wide ELD program
- Supervised the work of the district ELD facilitators and EL assessment paraprofessionals
- Provided oversight for all aspects of the Migrant Education Program serving children and students ages 3- 21
- Directed the Federal Program Monitoring progress for 12 categorical programs from Pre School to Adult Education
- Established program and enrollment criteria for the implementation of Dual Immersion programs
- Developed and implemented a district-wide plan for Californian English Learner Development Test (CELDT) for 3,000+ students



Gilroy Unified School District, Principal

July 1997-June 2002

- Management and operation of large K-6 elementary school
- Supervision and evaluation of 60+ staff including 42 certified staff
- Oversight for 2+ million-dollar budget
- Participated in the first cohort of II/USP and raised API from 480 to 620 in five years
- Implemented a comprehensive reading program Success for All; regrouping students in grades 1-6
- Implementation of class size reduction for grades K-3 including the selection and recruitment of 15 new teachers
- Coordination of a comprehensive school reform under Title I and Title VII grants

Previous experience documented upon request

Education

Master of Arts in Organization and Leadership

University of San Francisco, San Francisco, CA

Bachelor of Arts, Child Development

San Jose State University, San Jose, CA

Awards and Leadership Positions

- **Ferd Kiesel Award ACSA Region 10– 2020**
- **Superintendent of the Year - CALSA Region 5 – 2020**
- **Legislative Proclamations for exemplary service to public education – 2020**
- Best of Salinas Elementary Schools Award - 2020
- Bright Spots Recognition for Monterey County - 2020, 2019 & 2018
- Honorary Chair for California Association of Bilingual Educators (CABE) -2020, 2018 & 2016
- California Latino School Board Association Leadership Award (CLSBA) - 2019
- **ACSA Superintendent of Year 2018- Region 10**
- Monterey County Child Abuse Council – **Educational Excellence Award – 2018**
- **President** - California Association of Latino Superintendents and Administrators (**CALSA**) 2017-18
- **Golden Bell Award- Changing School Communities and Beyond 2017**
- **Community Alliance for Safety & Peace – Founders Award – 2017**
- **ACSA Valuing Diversity Administrator of the Year Award** - 2017
- Association of California School Administrators (**ACSA**) **Region 10 Board Member** -2017 to 2020
- **Golden Bell Award - Heart for the Homeless – 2016**
- **Model Innovation City Award - 2016**
- Community Alliance for Safety and Peace (**CASP**) **Board of Directors** – 2015 to 2020
- **Curriculum and Instruction Administrator of the Year- ACSA Region 10** - 2015
- **CALSA Hermanas Leading Network Award** - 2014

- Association of California School Administrators (ACSA) **Executive Board Communication Chair** 2012-13
- **Central Office Administrator of the Year**, ACSA Region 8 - 2012
- Leadership Award **“Honoring Our Own”**, California Association of Latino Superintendents and Administrators (CALSA) - 2012
- Award and **Certificate of Recognition from Tom Torlakson**, State Superintendent of Public Instruction - 2012
- Certificate of **Commendation for Exemplary Service Award** Santa Clara County Office of Education - 2012
- Women’s Leadership Network Presentations – Political Savvy and Mentorship Panel
- ACSA **Past President** of local charters – Santa Clara County Office of Education and Gilroy
- California Association of Latino Superintendents and Administrators (**CALSA**) **Mentor** – Cohort 8 and Cohort 10
- **Champion for Leadership Mentor** – 2008 and 2012-13
- Gilroy Unified **Leadership and Dedication Award** – 2007
- **St. Louise Hospital Board of Directors** – 2006- 2012
- **Gilroy Visitors Bureau Board of Directors**- 2005- 2010
- Gilroy Hispanic Chamber- Board Member, Vice President & **President** 1997-2002
- Gilroy **Parks & Recreation Commissioner** - 1996-2000
- Gilroy Hispanic Chamber **Principal Educator of Year** – 1996
- America Association University of Women – Local Member and Scholarship Chair
- California Association of Bilingual Educators (CABE) - Past President of Local Chapter - Gilroy
- National Association for the Education of Young Children (NAEYC) -Past President/Local Chapter
- NAEYC Chair - Week of the Young Child - Gilroy

Professional Memberships

- Association of California School Administrators (**ACSA**)
- National Association of School Superintendents (**NASS**)
- Association of Latino Administrators and Superintendents (**ALAS**)
- Association for Supervision and Curriculum Development (**ASCD**)
- California Association of Latino Superintendents and Administrators (**CALSA**)
- California Association of African American Superintendents & Administrators (**CAAASA**)
- Early Edge Advisory Council of Superintendents
- Golden Key – Life Member
- National Association of Federal Education Program Administrators (**NAFEPA**)
- Phi Kappa Phi - Life Member
- Native Daughters of the Golden West
- Santa Lucia International Rotary Member

Dr. Robert E. Schiller

University of Pennsylvania; Ed.D, Organizational Leadership
University of Pennsylvania; MS, Organizational Leadership
University of Mississippi; Ph.D, English
University of Mississippi, MA; English
Rutgers University, BA; Economics

Dr. Robert Schiller has extensive experience in consulting at the state, district, and school settings with special expertise in staffing-human resources and organizational effectiveness.

As an educational consultant, Schiller has completed 89 studies in twelve states, including 37 studies in staffing, human resources and organizational effectiveness, special education, and research, evaluation and innovation services for such school districts as: Los Angeles Unified School District (CA), Inglewood (CA), Ontario-Montclair (CA), San Jose (CA), Ontario-Montclair (CA), Baltimore County Schools, Houston Independent School District (TX), Washoe County (NV), Wake County (NC), Pawtucket (RI), Birmingham (AL), Montgomery (AL), East Baton Rouge (LA), St. Paul (MN), Minneapolis (MN), New York City, Chicago, Detroit, and Territories of US Virgin Islands, Puerto Rico, and Guam; States of North Carolina, Texas, Florida, California, Vermont, West Virginia, and Virginia, among others (see below those focused on specific assignments for OUSD proposal).

His experience as a local superintendent has been in five (6) districts, (urban and suburban), with enrollments between 3,000 and 129,000 students.

He had served as the interim Senior Deputy Superintendent for the 720,000 student Los Angeles Unified School District. Schiller's school-level experience includes being principal of a 2,900 student high school and as an English teacher.

Schiller's state leadership includes service as the State Superintendent for two (2) states: Superintendent of Public Instruction for the State of Michigan and, Superintendent of Education for the State of Illinois. He had served as Deputy State Superintendent for the two (2) states: Delaware and Louisiana.

Schiller holds four degrees, including a second master's and doctorate from the University of Pennsylvania; holds state certification (NJ, NY, LA, IL, MD, MI, DE) as Superintendent, Assistant Superintendent, Chief Financial Officer, School Business Administrator, Principal, Supervisor, teacher, as well as in labor relations, collective bargaining, and arbitration. He served as an officer in the Army (Active Duty and Reserves) for seven (7) years.

Dr. Schiller's Completed Consulting Studies in Human Resources and District Organization, Staffing and Administration, Research, Innovation and Evaluation Services, and Special Education Services:

- Primary Consultant: Evaluation of the Inglewood (CA) Unified School District in areas of district organization, staffing and human resources.
- Primary Consultant: Los Angeles Unified School District (CA) School District: effectiveness, efficiency review of district organizational staffing, administration, and human resources.
- Primary Consultant: Los Angeles Unified School District Departments of Research, Innovation and Evaluation
- Primary Consultant: San Jose (CA) Unified School District Organizational Human Resources and Staffing Efficiency and Effectiveness Study.
- Primary Consultant: Ontario-Montclair (CA) Unified School District Organizational Human Resources and Staffing Efficiency and Effectiveness Study.
- Primary Consultant: Performance Review of the Baltimore County Schools Human Resources and Staffing.
- Consultant: Performance Review of the Baltimore County Schools district organizational structure; academic programs.
- Primary Consultant: Performance Review of the Houston Independent School District (TX) Human Resources/Staffing
- Consultant: Performance Review of the Houston Independent School District (TX) Administrative Organization.
- Primary Consultant: Wake County (NC) District Organizational Effectiveness, Human Resources and Staffing Study.
- Primary Consultant: Washoe County School District (NV), Organizational Staffing Efficiency and Effectiveness Study: Human Resources, Academic Programs, Support Services.
- Primary Consultant: East Baton Rouge School District (LA) Human Resources and Organizational Efficiency and Effectiveness Study.
- Primary Consultant: North Carolina State Board of Education/Department of Education: efficiency and effectiveness of SDE human resources operations and district staffing.
- Primary Consultant: St. Paul School District (MN) District Organization, Staffing and Human Resources Study.
- Primary Consultant: Minneapolis Public Schools (MN) Efficiency and Effectiveness Study of the Organization, Staffing and Human Resources
- Primary Consultant: Prince Georges County School District (MD) in the area of the district organizational structure.
- Primary Consultant: Pawtucket School District (RI) Organizational and Human Resources Efficiency and Effectiveness Study.
- Primary Consultant: Birmingham (Al.) School District Organizational Staffing, Human Resources Efficiency and Effectiveness Study.
- Primary Consultant: Montgomery School District (Al.) School District Organizational Staffing, Human Resources Efficiency and Effectiveness Study.
- Consultant: Richmond School District (VA.) school district administration, human resources and finance effectiveness and efficiency review.

- Primary Consultant/Team Leader: Southwest Vermont Career Development District Governance, Effectiveness and Efficiency Study (staffing-human resources, educational delivery services).
- Primary Consultant: Southwest Vermont Supervisory Union (VT) Efficiency and Effectiveness Study: (Human Resources, Administration, Academic Services, Transportation, Facilities, Food Services.)
- Primary Consultant: Martin County School District (FL) Efficiency and Effectiveness Study of the staffing/Human Resources Department.
- Consultant: Sarasota County School District (FL) Efficiency and Effectiveness study of the operational functions of the District Administration, Staffing-Human Resources.
- Consultant: Buffalo School District (NY) Finance and Staffing-Human Resources Study.
- Consultant Wyoming County (WVA) School District Efficiency and Effectiveness Study (district administration, finance, and staffing-human resources.
- Consultant: Franklin County School District (VA) Organizational Staffing Efficiency and Effectiveness Study (district administration, staffing-human resources, finance, IT, Warehousing, and Transportation).
- Consultant: USVI Utilization of Federal Funds and Policy (3rd Party Fiduciary): Efficiency and Effectiveness study of the operational functions of the District Administration, Staffing and Human Resources Department.
- Consultant: Puerto Rico Utilization of Federal Funds and Policy (3rd Party Fiduciary): Efficiency and Effectiveness study of the operational functions of the District Administration, Staffing and Human Resources Department.
- Primary Consultant: Pawtucket School District (RI) Academic Program and Special Education Effectiveness and Efficiency Study.
- Primary Consultant: Minneapolis Public Schools (MN) Academic Program and Special Education Effectiveness and Efficiency Study.
- Primary Consultant: Birmingham (Al.) School District Special Education Study. (Funded by The BROAD Foundation).
- Primary Consultant: Franklin County School District (VA) Academic Program and Special Education Effectiveness and Efficiency Study. Funded by The State of Virginia.
- Primary Consultant: St. Paul School District (MN) District Academic Program and Special Education Effectiveness and Efficiency Study.
- Primary Consultant: East Baton Rouge School District (LA) Instructional Services Study. Funded by The BROAD Foundation.
- Primary Consultant: East Baton Rouge School District (LA) Special Education Support Services Study Funded by The BROAD Foundation.
- Primary Consultant: Baltimore County Public Schools Department of Research, Innovation and Evaluation.
- Primary Consultant: Wake County (NC) District Special Education Services Study.
- Primary Consultant: Washoe County School District (NV), Organizational Staffing Efficiency and Effectiveness Study of Special Education Services.
- Primary Consultant: Evaluation of the Inglewood (CA) Unified School District in area of Special Education Services.



EDUCATION

- ▮ Columbia University
Columbia Law School
New York City, New York
J.D.
- ▮ Harvard University
John F. Kennedy School of
Government
Cambridge, Massachusetts
M.P.P.
- ▮ Brown University
Providence, Rhode Island
A.B., Political Science

EXPERTISE

-  Strategy & Policy
-  Efficiency
-  Program Analysis & Design
-  Management
-  Communication

ERIC B. SCHNURER

PRESIDENT

PERSONAL PROFILE

Experienced public-sector professional, recognized expert on government reinvention and the future of government, founder and president of Public Works LLC.

WORK EXPERIENCE

Founder & President

Public Works LLC | January 1995 - present

- Social entrepreneur conceiving and leading innovative firm providing high-level policy, strategy and management consulting to government chief executives and agency heads in state and local governments across the country.
- Author and speaker, nationally and internationally, on a wide range of policy issues, for organizations ranging from the Council of State Governments to the African Political Summit, and for publications including The Atlantic, US News & World Report, Governing, and The Washington Monthly.
- Professor of public policy and lecturer on the future of government at Brown University, University of Chicago, University of Pennsylvania, and City College of New York.

Chief of Staff

Commonwealth of Pennsylvania | January 1993 - January 1995
Office of the Acting Governor
Office of the Lt. Governor

- Chief advisor, strategist, manager and legal counsel for chief executive of fifth-largest state in the country
- Also served as Commissioner of Pennsylvania Commission on Crime & Delinquency (by appointment of Republican governor) and Delaware River Port Authority (by appointment of Democratic Governor)
- Previously Deputy Counsel to Governor, and associate federal "special prosecutor," speechwriter for a dozen presidential candidates.



EDUCATION

■ Brown University
Providence, Rhode Island
Graduation Class of 2018
B.A. Public Policy
Specialization: Social Policy
Emphasis: Education
Magna Cum Laude

EXPERTISE

-  Policy Development
-  Stakeholder Engagement
-  Program Analysis & Design
-  Qualitative & Mixed Methods Research
-  Strategic Communication
-  Relationship Building

LACY CANO

ANALYST

PERSONAL PROFILE

Policy consultant and researcher passionate about bringing innovative, evidence-based, and human-centered solutions to national, state, and local policies and programs.

RELEVANT EXPERIENCE

Analyst, Researcher

Public Works LLC | Sept 2017 - present

- Develop community-based, holistic, and best practice-informed policies and programs for public sector entities to comprehensively address economic and social issues
- Conduct key informant interviews with community leaders and diverse stakeholders and support facilitation of citizen focus groups in development of a local poverty prevention plan
- Support evaluation and redesign of an employment program within one of the nation's largest social services agencies, providing key recommendations for a client-centered goal achievement framework.
- Research and develop comprehensive policy solutions

VOLUNTEER & PRO-BONO WORK

Certified Peer Mental Health Advocate

Trained by Project LETS at Brown University | 2015 - present

- Certified with dozens of hours of training in first cohort of nationally-recognized model that has since been replicated across the country.

Democracy Coach

Generation Citizen

- Lead middle school students in an action civics curriculum wherein students select projects, work with stakeholders, and directly engage in advocacy in their community.



Appendix B: Forms



Exhibit A

Standard Form Response:

A. GENERAL INFORMATION

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

Public Works LLC c/o Eric B. Schnurer, President

 1690 East Strasburg Road

 West Chester, PA 19380

2. Tel: 610-296-9443 Website: www.Public-Works.org Email: E.Schnurer@public-works.org

3. Is the Company a Certified Oakland Small Business? Yes No

4. Type of Company: (check one)
 Individual Partnership Corporation

5. Names and titles of all principals/officers/partners of the company:

Name, Title	Location	Phone Number
Eric B. Schnurer, President	1690 East Strasburg Road, West Chester, PA 19380	610-296-9443
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Point of Contact if Contract is Awarded:

Name, Title	Location	Phone Number
Eric B. Schnurer	1690 East Strasburg Road, West Chester, PA 19380	610-296-9443
_____	_____	_____
_____	_____	_____

B. LEGAL INFORMATION

1. Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?

Yes No

If yes, provide the name of the school district or school and briefly detail the dispute.

2. Has your company ever had a contract terminated for convenience or default in the prior five years?

Yes No

If yes, provide details including the name of the other party:

3. Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

Yes No

If yes, provide details:

4. Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?

Yes No

If yes, provide details:

Exhibit D Terms and Conditions

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. Equal Opportunity – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder 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, Bidder agrees to require like compliance by all its subcontractors. Bidder 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.
2. Errors and Omissions – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.
3. Bidder Agreement – In compliance with this RFP, the bidder will propose

and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this

MOU, Contractor shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

9. Disposition of Proposals – All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFP.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing

and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Signature:  _____

Date: November 8, 2022

EXHIBIT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither Public Works LLC nor [Name of Bidder] its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the 8th day of November, 2022 for the purposes of submission of this bid.

By (Signature) 

Eric B. Schnurer

Typed or Printed Name

President

Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the 8th day of November, 2022 for the purposes of award of this contract.

By (Signature) 

Eric B. Schnurer

Typed or Printed Name

President

Title

EXHIBIT F INSURANCE

All Bidders must submit with its proposal evidence that the Bidder can meet the following insurance requirements:

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.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of no less than Five Million Dollars (\$5,000,000) 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.



PUBLWOR-02

HWEBER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/30/2022

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER AP Intego Insurance Group, LLC 1601 Trapelo Rd Suite 280 Waltham, MA 02451	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: support@apintego.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : CNA	NAIC # 41345
INSURED Public Works LLC 1690 E. Strasburg Rd West Chester, PA 19380	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 OTHER:			6025444462	11/25/2021	11/25/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPI/OP AGG \$ 4,000,000 EPLI \$ 10,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6025444462	11/25/2021	11/25/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6025444476	11/25/2021	11/25/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER	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
---------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

EXHIBIT G
WORKERS COMPENSATION CERTIFICATE

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am 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 the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor Name: Public Works LLC
By Eric B. Schnurer
Signature of Authorized Signer 
Title of Signor President

EXHIBIT I

NON-COLLUSION DECLARATION

I, Eric B. Schnurer, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



Date

November 8, 2022

Name of Vendor

Public Works LLC

Printed Name of Authorized Company Representative

Eric B. Schnurer

Signature of Authorized Company Representative



EXHIBIT J

PIGGYBACK CLAUSE

The Oakland Unified School (District) hereby declares its intent and authorization to make this contract awarded under this Invitation for Proposal "piggybackable" by other education agencies in the state pursuant to Public Contract Code Sections § 20118 and § 20652.

School Districts participating in this bid shall be responsible for obtaining approval from their Boards of Education or other approving body of authority when necessary, and shall hold the Oakland Unified School District harmless from any disputes, disagreements or actions which may arise as a result of using this bid.

The District waives any right to receive payment from other California agencies making purchases off the awarded Contract, and those agencies will make payment directly to the Awarded Vendor.

Acceptance or rejection of this clause will not affect the outcome of this bid.

By signing below, Vendor agrees to allow other agencies (including public, private and charter schools districts) to purchase equipment and services using the same terms and conditions.

Option Granted YES

Option Granted NO

EXHIBIT K

Authorized Vendor Signature

Prime Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

November 8, 2022		/President	Eric B. Schnurer
<u>Date</u>	<u>Signature/Title</u>		<u>Type or Print Name</u>
Public Works LLC	1690 E. Strasburg Road		West Chester, PA
<u>Name of Company</u>	<u>Address</u>		<u>City and State</u>
610	296-9443		296-9434
<u>Area Code</u>	<u>Telephone #</u>		<u>Fax #</u>

03-0447140

Federal Tax ID Number

EXHIBIT L

Data Request - OUSD Data Privacy and Management Agreement

To submit a qualified proposal for RFP Bid No. 22-127CSI, Public Works LLC (“Bidder”) requests the specific OUSD records or data listed in Attachment A.

TRANSFER OF DATA: OUSD and Bidder shall use a secure means - OUSD FTP site for transferring confidential information. At no time will data be sent by any other means to or from the parties, such as through cloud sharing services or remotely hosted non-OUSD FTP sites.

PERIOD OF AGREEMENT: This Agreement shall be effective when signed by both parties, and will terminate on 06/30/2023 unless terminated earlier by OUSD.

Bidder agrees to the following confidentiality statements:

- A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
- B. Bidder designates Eric B. Schnurer (name of bidder’s officer), President (title of bidder’s designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.
- C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
- D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.
- E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
- F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment

without such prior written consent in violation of this Section shall automatically terminate this Agreement.

G. Bidder agrees that the handling and evaluation of the data shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the Bidder that have legitimate interests or permission for accessing such information.

H. Bidder will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.

I. Bidder will not contact the individuals included in the data sets without obtaining advance written authorization from OUSD.

J. Bidder shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by OUSD.

K. Bidder shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.

L. Bidder shall keep all information furnished by OUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way using current industry standard under encryption, so that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc.

M. Bidder shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

N. Bidder agrees that the confidential data will be destroyed within 30 days after no longer needed for the purposes for which the request was conducted, and will provide written notification to OUSD confirming when the data have been securely destroyed.

LIABILITY

Bidder agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Bidder's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Bidder agrees to hold harmless OUSD and pay any costs incurred by OUSD in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

TERMINATION

- A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14days advance written notice to the Bidder, for any reason or no reason.
- B. The confidentiality provisions of this Agreement shall survive the termination of the Agreement.
- C. If this Agreement is terminated by either party for material breach or for any other reason with 14 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination.
- D. If the Agreement terminates at the end of the term (period of Agreement), Bidder shall return or destroy all confidential information when it is no longer needed for preparation of the Bidder's proposal. Such return or destruction shall occur within 7 days after it is no longer needed for preparation of Bidder's proposal.
- E. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

GENERAL UNDERSTANDING

- A. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.
- B. This Agreement shall be governed by and construed under the laws of the State of California.
- C. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

Proposer :
Eric B. Schnurer 

Name of Proposer's Signee

Date: November 8, 2022

President

Title of Proposer's Signee