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| Board Office Use: Legislative File Info. | |
| File ID Number | 14-1984 |
| Introduction Date | 10-8-14 |
| Enactment Number | 14-1754 |
| Enactment Date | 10-8-14 |



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
From Jacqueline Minor, General Counsel
Board Meeting Date October 8, 2014
Subject **Agreement – SafePlans**

Action Requested Ratification by the Board of Education of the Agreement with SafePlans to assist the District in evaluating the current capabilities of certain schools to identify and address potential internal and external security threats, including those posed by criminal, environmental, and other hazards.

Background
A one paragraph explanation of the the MOU.
 The District has experienced an increase in crime throughout the District. The District also faces other non-criminal hazards at its schools. As a result, there is increasing apprehension on the part of students, parents and staff regarding safety and safety-related issues and concerns, including about strangers accessing campuses; theft of personal property and equipment; and emergency preparedness in the event of a catastrophic event (e.g., earthquake). Thought was given to engaging in a preventive, as opposed to a reactive, approach to such hazards by way of a security assessment of various District schools. Accordingly, the District issued an RFP for a school security consultant, with SafePlans being selected by the panel as the highest ranked responsive, responsible bidder.

Discussion
One paragraph summary of the MOU.
 SafePlans will be paid a \$22,000 lump sum fee for assessing, analyzing implications, and preparing reports re safety and security issues at Bella Vista Elementary School; Brookfield Elementary School; Lafayette Elementary School; International Community School and Think College Now (both on Cesar Chavez Educational Center campus); and McClymonds High School. At the District's option, SafePlans may also be engaged to prioritize and implement safety recommendations, and conduct training, regarding those schools on an hourly rate (between \$115-\$155/hour) basis. Also at the District's option, SafePlans may be retained to conduct further assessments/analysis/report preparation for other schools at \$3,000 for each additional school, with the same hourly rates applying to those schools for later prioritization/implementation/training work. The initial term of the Agreement is September 2, 2014 to June 30, 2015.

Recommendation Ratification by the Board of Education of the Agreement with SafePlans to assist the District in evaluating the current capabilities of certain schools to identify and address potential internal and external security threats, including those posed by criminal, environmental, and other hazards.

Fiscal Impact Not to exceed \$25,000 (General Funds).

Attachments Agreement with SafePlans.

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**AGREEMENT BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT AND SAFE PLANS
FOR SCHOOL SECURITY CONSULTANT SERVICES**

1. INTENT

The Oakland Unified School District (the "OUSD" or "District") issued a Request for Proposals ("RFP"), "Bid Number 2014-24-7 (Revised)" to engage a security consultant to assist the District in evaluating the current capabilities of schools within the District to identify and address potential internal and external security threats. Through this RFP, the District sought to engage a consultant to assist the District in its efforts to assess and improve the security at District facilities by assessing potential vulnerabilities of District school facilities and developing countermeasures to mitigate these vulnerabilities. The District will seek the support and collaboration of the City of Oakland in implementing the recommendations. The Board of Education ("Board") of the District authorized the Superintendent and General Counsel to award the contract and enter into an Agreement with the most qualified vendor.

The District is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal and administrative matters with persons specially trained, experienced, and competent to perform such services. SafePlans, a Jefferson City, MO security consulting company ("SafePlans" or "Contractor") warrants it is specially trained, experienced, and competent to provide such services. The Superintendent and General Counsel have determined that SafePlans is the most qualified and, subject to the terms and conditions provided herein, enters into an Agreement with SafePlans to provide school security consultant services to the District.

2. TERMS AND CONDITIONS

2.1 Term of Agreement. The term of this Agreement shall be September 2, 2014 to June 30, 2015 and may be extended by written agreement of both parties, with Contractor commencing work immediately following written approval by the Superintendent and General Counsel of the District of this Agreement.

2.2 Termination. The District may terminate this Agreement upon 30 days written notice to Contractor. If the District terminates this Agreement, the District shall compensate Contractor for services satisfactorily provided through the date of termination. In addition, the District may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost. The District's right to terminate this Agreement is not its exclusive remedy but is in addition to all other remedies available to the District by law, in equity, or under the provisions of this Agreement. Upon any termination of this Agreement, Contractor shall immediately provide the District with complete and accurate copies or originals – where appropriate – of all documents in its possession belonging to the District. Contractor and the District further agree to do all other things reasonably necessary to cause an orderly transition of services.

2.3 Licenses and Permits. Contractor warrants it is specially trained, experienced, competent and fully licensed to provide the services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply. Contractor further warrants that Contractor has the qualifications and ability to perform the services in a professional manner, without the advice, control, or supervision of the District. Contractor services will be performed, findings obtained, reports and recommendations prepared in accordance with

generally and currently accepted principles and practices of its profession for services to California school districts.

2.4 Local, Small Local and Small Local Resident Enterprise Program Compliance/Utilization. the District has implemented a Local, Small Local and Small Local Resident Business Enterprise Program ("Program"). For this Agreement, the District has set the level of L/SL/SLRB participation at 25%. The Program requires participation of Certified Oakland Businesses, as defined in the District's Administrative Regulations. (See District Administrative Regulation 7115, which is made specifically applicable to this Agreement.) Contractor agrees that it will comply with the 25% requirement applicable to this Agreement.

2.5 Conflict of Interest. Contractor shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service by this Agreement without the prior approval of the District's Human Resources. Contractor affirms to the best of its knowledge, there exists no actual or potential conflict of interest between Contractor'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 the District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Contractor agrees it shall notify the District in writing.

2.6 Conduct of Contractor: By signing this Agreement, Contractor certifies compliance with the following requirements and will provide the District with evidence of staff qualifications, which include:

- a. **Tuberculosis Screening:** Contractor is required to screen employees who will be working at the District sites for more than six hours. Contractor affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
- b. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of California Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: "Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contact with District pupils in providing services to the District under this Agreement.

In the event that the District, in its sole discretion, at any time during the term of this Agreement, desires the removal of any Contractor related person, employee, representative or agent from a District school site and/or property, Contractor shall immediately, upon receiving notice from the District of such desire, cause the removal of such person or persons.

2.7 Drug-Free / Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, contractors, or subcontractors are to use controlled substances, alcohol or tobacco on such property.

2.8 Nondiscrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, Contractor agrees to comply with all 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 District policy. In addition, Contractor agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation or other protected class.

2.9 Limitation of District Liability. Other than as provided in this Agreement, the District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District 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.

2.10 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 similar subsequent act from constituting a violation of the Agreement.

2.11 Evaluation of Contractor. The District may evaluate Contractor's work in any way that the District is entitled to do so pursuant to applicable law. The District's evaluation may include, without limitation: (a) Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and/or (b) announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

3. AREAS OF AUTHORITY

3.1 Status of Contractor. This is not an employment contract. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint ventures of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which the District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, Contractor being interested only in the results obtained.

3.2 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.

3.3 Ownership of Documents. All documents created by Contractor pursuant to this Agreement, including but not limited to reports, designs, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by Contractor, are and shall be at the time of creation and thereafter the property of the District, with all intellectual property rights therein vested in the District at the time of creation. The District shall be entitled access to and copies of these materials during the progress of the work. Any such materials in the hands of Contractor or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the District. Contractor may retain a copy of all materials produced under this Agreement for its use in its general business activities, subject to the confidentiality limitations set forth in this Agreement.

3.4 Copyright/Trademark/Patent/Ownership. Contractor understands and agrees that all matters produced under this Agreement shall become the property of the District and cannot be used without the

District's express written permission. The District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. 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 Contractor or its subcontractors in connection with the services performed under this Agreement. All works 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 the District.

3.5 Confidentiality. Contractor and all Contractor's agents, personnel, employees, and/or subcontractors shall maintain the confidentiality of all information received in the course of performing the services under this Agreement. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractor will be permitted access to student data only where permissible under state and federal law and only after executing the District's Confidentiality Agreement Regarding Student Data.

4. INDEMNIFICATION

Contractor agrees to hold harmless, indemnify, and defend the District and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. 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.

5. INSURANCE

Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, throughout the term of the Agreement Contractor shall pay for and maintain in full force and effect with an insurance company/ies admitted by the California Insurance Commissioner to do business in the State of California and rated not less than A-, VIII or higher in Best Insurance Rating Guide, the following policies of insurance:

Contractor shall maintain Commercial General Liability Insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to the District and shall name the District as an additional insured. Evidence of insurance must be attached. Endorsement of the District as an additional insured shall not affect the District's rights to any claim, demand, suit or judgment made, brought or recovered against Contractor. The policy shall protect Contractor and the District 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.

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. Contractor, check one of the boxes below:

- Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- Contractor does not employ anyone in the manner subject to the workers' compensation laws of California.

Automobile Liability, including Hired and Non-Owned Auto Liability, in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

Contractor shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

The above policies of insurance shall be written on forms acceptable to the Risk Manager of the District and endorsed to name the Oakland Unified School District, its officers, employees, volunteers or agents, as additional insured, and shall not be cancelable or reduced without thirty (30) days prior written notice to the District. Said Additional Insured endorsement shall be provided to the District prior to this Agreement becoming valid. If at any time said policies of insurance lapse or become canceled, this Agreement shall become voidable at the District's sole discretion. The acceptance by the District of the above-required insurance does not serve to limit the liability or responsibility of the insurer or Contractor to the District.

6. SCOPE OF WORK

Contractor will be required to assist the District in its efforts to assess and improve the security at District facilities by assessing potential vulnerabilities at said facilities and developing countermeasures to mitigate these vulnerabilities. In general, Contractor's scope of work will include the following:

- (i) Conduct an assessment of certain schools/sites/facilities.
- (ii) Analyze the implications of the schools' physical set up and security measures, including a best practices analysis.
- (iii) Develop a set of recommendations regarding security changes for consideration by the District, including a preliminary report.
- (iv) Assist the District in prioritizing such recommendations.
- (v) Assist the District in implementing any of the recommendations with which the District elects to proceed.
- (vi) Train District personnel regarding any adopted recommendations.

6.1 Assessment Phase 1: On or before October 13, 2014, Contractor will begin a comprehensive assessment of threats from the perspectives of architecture, operational guidelines, technical security (electronic access, alarms, and surveillance), culture and environment, student handling procedures, and organizational structure at the following schools/sites:

1. Bella Vista Elementary School [1025 East 28th Street, Oakland, CA 94606].
2. Brookfield Elementary School [401 Jones Avenue, Oakland, CA 94603].
3. International Community School and Think College Now (both on Cesar Chavez Educational Center campus) [2825 International Boulevard, Oakland, CA 94601].
4. Lafayette Elementary School [1700 Market Street, Oakland, CA 94607].
5. McClymonds High School [2608 Myrtle Street, Oakland, CA 94607].

The assessment, which shall be completed no later than November 15, 2014, shall include (i) site visits at the beginning of the school day, dismissal and during the school day; (ii) interviews with key staff; (iii) review of existing procedures, including, but not limited to, school safety plans, emergency plans and procedures, evacuation maps; and (iv) review of training records, incident reports, and installed systems. This assessment will be the basis for the further work of this Project under the Agreement. In addition, the Contractor's assessment shall include, but is not limited to, the following:

1. An examination of the security mechanisms within the schools/sites.
2. A review of the existing crisis management plans for the assessed schools/sites.
3. A comprehensive threat assessment/all hazard assessment for the schools/sites for situations including, but not limited to, explosive attack, targeted shooter, intrusions, CBR (Chemical/Biological/Radiation) release, natural disasters (including earthquake, flooding, hurricane, tornado), and fire.
4. Security for physical assets (*e.g.*, Chromebooks, technology equipment, etc.).
5. The use and deployment of School Security Officers and District Police Services.

Contractor agrees that Assessment Phase I on-site/school work will include no less than five (5) direct report Contractor personnel (*i.e.*, Brad Spicer, Chris Powell, Sean McClaran, Greg Reed, and Paul Schwartz) conducting the assessments over a period of no less than ten (10) full school days.

6.2 Preparation and Provision of Preliminary Report Phase 1: No later than November 26, 2014, Contractor shall prepare and provide a preliminary report regarding the assessed campuses/schools/sites that can be used as the basis for District decision-making for the 2015-2016 school year.

6.3 Analysis and Recommendation Phase 1: No later than December 19, 2014, and based on the results of the Phase 1 Assessment, Contractor shall make a recommendation as to those security standards that are most appropriate for the assessed campuses/schools/sites, as well as a set of recommended actions in furtherance of achieving such standards. In addition, Contractor shall make specific recommendations regarding any and all assessed campuses/schools/sites' security policies and procedures. Contractor shall also identify and evaluate the assessed campuses/schools/sites' staff training needs and communications with law enforcement agencies. In developing the assessed campuses/schools/sites' security standards and recommendations, Contractor shall undertake a best practices analysis. At a minimum, Contractor shall be required to provide the following deliverables:

1. A detailed report for each campus/school/site assessed, analyzing the information gathered during the assessment phase, along with recommendations. Preliminary reports shall be submitted for review and fact checking by the District prior to submitting final reports. The assessment and reports should be based on the approved security standards.
2. A summary report/recommendations for the representative campuses/schools/sites assessed under the Agreement. A preliminary report for the District is to be submitted for review and fact checking by the District prior to submitting a final report. The summary report should be based on the approved security standards.
3. A written recommendation as to those security standards that are most appropriate for the assessed campuses/schools/sites for review and approval by the District. Such an assessment shall include, at a minimum, a written assessment of the various standards that are available, and the strengths and weaknesses of each such approach.

Contractor shall meet with District representatives as necessary to review the results of the assessments and Contractor's recommendations, and to develop an implementation plan for any approved/adopted recommendations.

"Approved security standards" refers to the District agreeing with Contractor's proposed security standards, which are initially to be provided by Contractor to the District in the preliminary report. The approved security standards will be those that Contractor proposes and the District reviews and approves before submitting final reports to the District.

6.4 Prioritization/Implementation/Training Phase 1: If the District so requests in writing, Contractor shall assist the District in prioritizing and implementing any recommendations approved/adopted by the District, as requested. In addition, if the District so requests in writing, Contractor shall provide a comprehensive training session for District personnel in identifying and addressing potential security threats at the assessed campuses/schools/sites.

6.5 Phase 2 (And Subsequent Phases) Assessment/Work: At the conclusion of Phase 1, the District, in its sole discretion, shall determine whether to proceed with Phase 2 Assessments, Analysis, Recommendations, etc. of campuses/schools/sites to be identified by the District. If a Phase 2 is undertaken, Contractor shall perform all work as to the campuses/schools/sites selected under Phase 2 as is currently made applicable to Phase 1, outlined above. The foregoing shall be applicable to and true of any Phases subsequent to Phases 1 and 2.

7. COMPENSATION, INVOICES, AND NOTICES

7.1 Compensation: As provided below, Contractor will be paid a lump sum fee to conduct the assessment of the selected schools/sites, analyze the implications and prepare recommendations and reports. Contractor will be paid "add price" to assess additional school(s). Contractor will be paid an hourly basis if the District retains Contractor to (a) assist the District in prioritizing such recommendations; (b) assist the District in implementing any of the recommendations with which the District elects to proceed; and (c) train District personnel regarding any adopted recommendations.

A. Lump Sum Prices

Assessment Phase 1 Lump Sum Price is: \$ 17,000.00

Preliminary Report, Analysis and Recommendation Phase 1 Lump Sum Price is: \$ 5,000.00

Lump Sum "Add Price" to Assess/Analyze/Make Recommendations/Prepare Reports for an Additional School is: \$ 3,000.00

Contractor acknowledges and understands that the Lump Sum Prices are firm, fixed prices and cover all of the Contractor's costs associated with the associated tasks, as outlined in the RFP.

B. Hourly Rates (for Prioritizing, Implementing and Training)

* Project Manager: \$155/hour

* Senior Analyst: \$135/hour

* Analyst: \$115/hour

7.2 Invoicing: Invoices furnished by Contractor under this Agreement must be in a form acceptable to the District. All amounts paid by the District shall be subject to audit by the District. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person(s) performing the service, date(s) service was/were rendered, brief description of services provided, number of hours of service, hourly rate, lump sum rate, and total payment requested.

7.3 Notices: All notices and Invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

District Representative:

Name: Jacqueline Minor/Michael Smith

Site /Dept.: OUSD Office of the General Counsel

Address: 1000 Broadway, Suite 398

Oakland, CA 94607

Phone: (510) 879-8535

Email: mike.smith@ousd.k12.ca.us

SafePlans/Contractor:

Name: Matthew Blotevogel

Title: Director, Business Development

Address: 600 Monroe Street, Suite 300

Jefferson City, MO 65101

Phone: (866) 210-7233

Email: matt@safeplans.com

Notice shall be effective when received if personally served or, if mailed, five (5) days after mailing. Either party must give written notice of a change of representative, address, and/or other contact information.

7.4 Payment: Payment for Contractor's services/work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after Contractor submits an invoice to the District for services/work actually completed and after the District's written approval of the services/work, or the portion of the services/work for which payment is to be made. The granting of any payment by the District, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to correct unsatisfactory services/work, although the unsatisfactory character of that services/work may not have been apparent or detected at the time a payment was made. Services/work which does not conform to the requirements of this Agreement may be rejected by the District and in that case must be replaced by Contractor without delay.

8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Contractor certifies to the best of his/her/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 Agreement, certifies that this Contractor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

9. PERFORMANCE OF CONTRACTOR

9.1 Key Personnel: Contractor shall assign to this Project personnel with the skills and experience necessary to achieve the District's objectives and the Contractor represents that it has identified in its bid submitted in response to the District's RFP those specific personnel it intends to assign to the Project. Contractor understands that the District is relying upon Contractor's representation in that regard. Contractor is not permitted to reassign any of the key personnel unless the District approves in writing the proposed reassignment and the proposed replacement. No later than October 3, 2014 Contractor will provide the

District a table that identifies the specific staff assigned to Phase 1 and during which the individual(s) will work on Phase 1. These same requirements shall be applicable to Phase 2 or any other assessment Phases that the District requests the Contractor perform.

9.2 Assignment: The obligations of Contractor under this Agreement shall not be assigned by Contractor without the express prior written consent of the District.

10. OTHER LEGAL TERMS OF AGREEMENT

10.1 Choice of Law/Venue: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, without resort to conflict of laws. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.

10.2 Incorporation of Recitals and Exhibits: The recitals herein, and each exhibit attached hereto (if any) are hereby incorporated herein by reference.

10.3 Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the District and Contractor 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 all parties to the Agreement.

10.4 Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

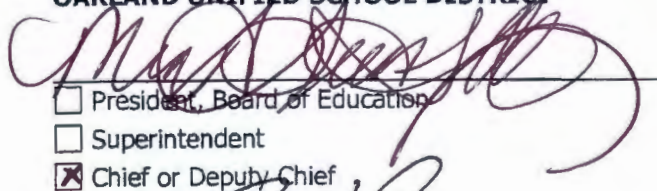
10.5 Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

10.6 Contract Contingent on Governing Board/Superintendent Approval: The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education and/or the Superintendent, as its designee.

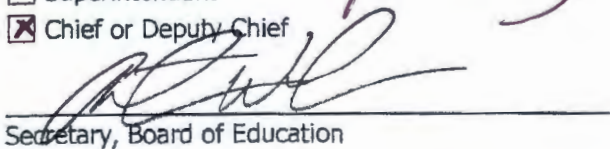
10.7 W-9 Form: If Contractor is doing business with the District for the first time, complete and return with the signed Contract the W-9 form.

IN WITNESS WHEREOF, the parties hereto agreed to be bound and have executed this Agreement on the day first mentioned above.

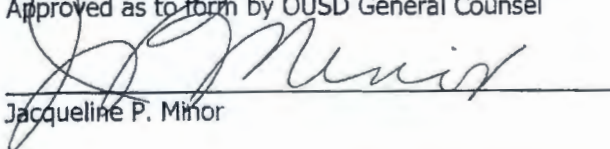
OAKLAND UNIFIED SCHOOL DISTRICT



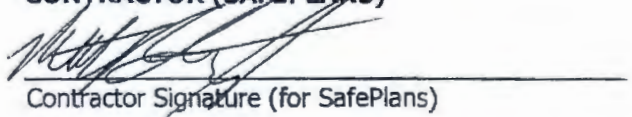
- President, Board of Education
- Superintendent
- Chief or Deputy Chief


Secretary, Board of Education

Approved as to form by OUSD General Counsel


Jacqueline P. Minor

CONTRACTOR (SAFEPLANS)


Contractor Signature (for SafePlans)


Matthew Blotz, Director, Business Development
Print Name, Title

File ID Number: 14-1984
Introduction Date: 10-8-14
Enactment Number: 14-1754
Enactment Date: 10-8-14
Bv: