

Board Office Use: Legislative File Info.	
File ID Number	14-2211
Introduction Date	11/05/14
Enactment Number	14-1889
Enactment Date	11/5/14 <i>oa</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

To Board of Education  
 From Jacqueline Minor, General Counsel *JM*  
 Board Meeting Date November 5, 2014  
 Subject **Agreement with Chris Reynolds Professional Services**

**Action Requested**                      **Ratification by the Board of Education of the Agreement with Chris Reynolds for Professional Services**

**Background**                              Periodically the District needs to undertake residency verification. The agreement authorizes the District to retain the services of Chris Reynolds to verify student residence.

**Discussion**                                The term of this agreement is October 13, 2014 to June 30, 2016 and may be extended for an additional year by written agreement of both parties, the cost is not to exceed \$20,000. Mr. Reynolds will work under the direction of the District's legal department

**Recommendation**                      Ratification by the Board of Education of the Agreement with Chris Reynolds

**Fiscal Impact**                            Not to exceed \$20,000

**Attachments**                             • Agreement

## AGREEMENT

Between

Oakland Unified School District

And

Chris Reynolds for Professional Services

This Agreement, effective as of October 13, 2014, is by and between the Oakland Unified School District ("OUSD" or the "District"), and Chris Reynolds ("Consultant").

### 1. SCOPE OF SERVICES

Consultant is being retained to conduct residency verification.

### 2. TERMS AND CONDITIONS

- 2.1 Term of Agreement. The term of this agreement shall be October 13, 2014 to June 30, 2016 and may be extended for an additional year by written agreement of both parties.
- 2.2 Fees. The cost of this project shall not exceed \$20,000.
- 2.3 Notice of Termination. OUSD may at any time terminate this Agreement upon not less sixty (60) days written notice to CONSULTANT. OUSD shall compensate CONSULTANT for services satisfactorily provided through the date of termination. Upon any termination of this Agreement, CONSULTANT shall immediately provide OUSD with complete and accurate copies or originals - where appropriate - of all documents in its possession belonging to OUSD.
- 2.4 Choice of Laws. This Agreement is governed by the laws of the State of California.
- 2.5 Conflict of Interest. CONSULTANT affirms to the best of her knowledge, there exists no actual or potential conflict of interest between CONSULTANT'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.
- 2.6 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, CONTRACTORS, or subcontractors are to use drugs on these sites.
- 2.7 Non-Discrimination. Consistent with the policy of OUSD in connection with all work performed under this AGREEMENT, CONSULTANT 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. CONSULTANT 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.

2.8 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 provided in this Agreement. 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.

### 3. AREAS OF AUTHORITY

3.1 Independent Contractor. This is not an employment contract. CONSULTANT is an independent contractor. CONSULTANT understands and agrees that she is not an officer, employee, agent, partner, or joint venture of OUSD, and is not entitled to benefits of any kind or nature normally provided or entitled to employees of OUSD, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT shall assume full responsibility for payment of all Federal, State, and local taxes or contributions necessary to do business in the State of California, including unemployment insurance, social security and income taxes. In the performance of the work herein contemplated, CONSULTANT is an independent contractor, with the sole authority for controlling and directing the performance of the details of the work, OUSD 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 CONSULTANT 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 CONSULTANT, are and shall be at the time of creation and thereafter the property of the OUSD, with all intellectual property rights therein vested in the OUSD at the time of creation. The OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of CONSULTANT or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the OUSD. CONSULTANT may retain a copy of all materials produced under this Agreement for its use in its business activities.

3.4 Confidentiality. CONSULTANT and all of its agents, personnel and employee(s) shall maintain the confidentiality of all information received in the course of performing services under this Agreement. CONSULTANT understands that student records are confidential and agrees to comply with all state and federal laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA), Article 1, Section 1 of the California Constitution, and California Education Code Section 49062 et seq., concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement

4. INDEMNIFICATION CONSULTANT shall indemnify and save harmless the District and its officers, State Trustee, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of CONSULTANT or loss of or damage to property, arising directly or indirectly from CONSULTANT's performance of this Agreement, except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of the District and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on CONSULTANT, its agents or employees. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and the District's costs of investigating any claims against the District.

5. BILLING

a. Bills for CONSULTANT fees and expenses should be submitted and monthly to unless otherwise agreed. Bills or invoices should be emailed to:

[jacqueline.minor@ousd.k12.ca.us](mailto:jacqueline.minor@ousd.k12.ca.us)

b. The District will not pay for amounts not reflected on bills or invoices.

6. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes all other oral or written provisions.

7. SEVERABILITY


If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

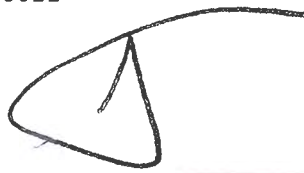
8. EXCLUDED PARTIES


Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: 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/portal/public/SAM>

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

  
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Jacqueline Minor, General Counsel

  
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Chris Reynolds  
Private Investigator  
2360 Mendocino Ave  
STE A2-133  
Santa Rosa, CA 95403  
(707) 579-1120  
Lic. #20622

  
\_\_\_\_\_  
11/6/14  
President, Board of Education  
Oakland Unified School District

  
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11/6/14  
Antwan Wilson  
Secretary, Board of Education

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