

Board Office Use: Legislative File Info.	
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Enactment Number	12-2259
Enactment Date	8/22/12



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** Board of Education  
**From** Vernon Hal, Deputy Superintendent  
 Jacqueline Minor, General Counsel  
**Board Meeting Date** August 1, 2012  
**Subject** Executives on Loan Agreement between Urban Strategies Council and OUSD

**Action Requested** Approval of Loan Agreement between Urban Strategies Council and OUSD

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*  
 Urban Strategies supports the District's Executive on Loan program which enables senior managers to support various Business and Operations functions within the District, including human resources, financial services, auditing, accounting, and student assignment. The current Executive on Loan program with Urban Strategies has been in place since early 2011.

**Discussion**  
*One paragraph summary of the scope of work.*  
 The Urban Strategies Council of Oakland has agreed to service as the employer of record to provide senior executives on loan to the District to support on an interim basis the District's human resources, financial services, student assignment, payroll and auditing functions. The agreement with Urban Strategies Council is in an amount not to exceed \$350,000 for the term July 1, 2012 ending on June 30, 2013, subject to 30 day cancellation. The Agreement includes an administrative fee to be paid to Urban Strategies Council.

**Recommendation** Approval of Loan Agreement between Urban Strategies Council and OUSD

**Fiscal Impact** Funding resource name: (GP) not to exceed \$350,000.00.

**Attachments**

- Agreement with Urban Strategies Council

**EXECUTIVES ON LOAN AGREEMENT  
BETWEEN  
URBAN STRATEGIES COUNCIL  
AND  
OAKLAND UNIFIED SCHOOL DISTRICT**

**Parties**

This agreement is entered into between the **Urban Strategies Council** (hereinafter referred to as the "Council") and the **Oakland Unified School District** (hereinafter referred to as the "District").

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This Agreement is entered into between the **Urban Strategies Council** (hereinafter referred to as the "Council") and the **Oakland Unified School District** (hereinafter referred to as the "District") to cover the period of July 1, 2012 through June 30, 2013.

**I. Purpose**

The Council wishes to continue its on-going relationship with the District by supporting the District's Executive on Loan program. Under the Executive on Loan program, the Council will provide Executives on Loan to the District to support the District's Business and Operations departments, including human resources, financial services, payroll, accounting, auditing and student assignment.

**II. Scope of Engagement**

The Executives on Loan will serve as lead project consultants for 1) public finance, fiscal management and budget development and 2) human resources and human capital management. The Executives on Loan shall work as loaned executives in the District's Business and Operations division. The District's Deputy Superintendent for Business and Operations will identify and define scope of specific assignments and/or projects that the Executives on Loan will undertake.

**III. Duration**

This agreement shall commence on July 1, 2012 and shall terminate on June 30, 2013, unless extended in writing by mutual agreement of the Council and the District. The agreement may be terminated by either party upon thirty (30) days prior written notice.

**IV. Compensation**

For the aforementioned services, the District shall pay the Council 100% of the salaries of the Executives on Loan, plus an administrative fee of 15%. The amount to be paid by

the District to the Council for the salary of this additional Executive on Loan and the administrative fee shall not exceed \$350,000 during each fiscal year. The Council shall invoice the District quarterly during each fiscal year. The invoices shall be submitted to:

Vernon Hal, Deputy Superintendent Business and Operations  
1025 – Second Avenue  
3<sup>rd</sup> Floor  
Oakland, CA 94606

***or emailed to:***

Vernon.Hal@ousd.k12.ca.us

At all times, the Executives on Loan shall be deemed independent contractors of the District and shall not be entitled to any District employee benefits. None of the work to be performed by the Executives on Loan shall be subcontracted without prior written consent of the Council. The Council shall submit Forms 1098 to the Internal Revenue Service and will provide Forms 1099 to the Executives on Loan. The Council will not withhold or pay any taxes. Payment of all taxes is the sole responsibility of the Executives on Loan.

## **V. CONFIDENTIALITY AND OWNERSHIP OF MATERIALS AND PRODUCTS**

### **A. Confidential Information and Data:**

The District and the Council agree not to publish or otherwise disclose any information or data obtained from each other or from third parties pursuant to this agreement that has been identified in writing as confidential or proprietary ("Confidential Information"), for any purpose other than performance of the work hereunder, without the prior written consent of the non-disclosing party(ies). Both parties shall obligate its employees, sub-Districts, consultants and agents to protect the Confidential Information in accordance with these requirements. "Confidential Information" as used hereunder, does not include information which: (i) is or becomes available to the public through no breach of this sub-contract by the parties; (ii) is required to be disclosed by either party pursuant to law or court order, provided the party required to so disclose gives prior notice to the other party of the required disclosure detailing the Confidential Information to be disclosed, and cooperates to preserve, to the extent possible, the confidentiality of the Confidential Information; or (iii) is independently known by the recipient of Confidential Information prior to receipt thereof or is discovered independently by the recipient.

### **B. Ownership of Work Products and Materials:**

The District shall maintain full ownership and exclusive rights to all work produced in the course of and as an end result of this agreement, including drafts, any code developed, as well as all design and functionality of the draft and final materials. No use of any of the materials produced as an end result of this contract shall be made without the OUSD's prior written consent. The District maintains the right to produce and

disseminate descriptions of the activities it has carried out under this contract that do not include reproducing the products themselves or otherwise violating the terms of this clause.

## **VI. JURISDICTION, SEVERABILITY AND DISPUTE RESOLUTION**

### **A. Jurisdiction**

This agreement shall be deemed to have been executed under the laws of the State of California. If any provision of this agreement shall be deemed invalid or void, the remainder of the agreement shall remain in effect.

### **B. Severability**

If any sections of provisions of this contract are determined to be void or unenforceable by a court of competent jurisdiction, the remaining sections and provisions shall remain in full force and effect unless or until modified in writing by mutual agreement of the parties.

### **C. Dispute Resolution**

In the event that a dispute arises between the parties regarding the interpretation of this agreement or performance under it, the aggrieved party shall notify the other party in writing. Within three working days of receipt of written notice regarding a dispute of interpretation or performance, the parties shall meet by telephone or in person to discuss and resolve the matter in a manner satisfactory to both parties.

In the event that the meeting described in the paragraph does not result in satisfactory resolution of the dispute, the parties agree to submit such dispute to binding arbitration under the rules of the American Arbitration Association, with both parties sharing equally in the costs of such arbitration. The decision of the arbitrator shall be final and enforceable in any court of competent jurisdiction.

## **VII. HOLD HARMLESS**

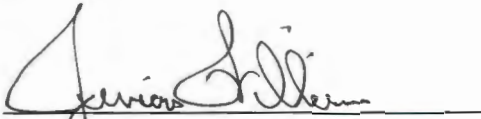
The District agrees to defend and hold harmless the Council against any claims, administrative or judicial, that may occur as a result of activities and services rendered per this agreement, to the extent that such claims are due to the actions or omissions of the District.

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**VIII. Conclusion**

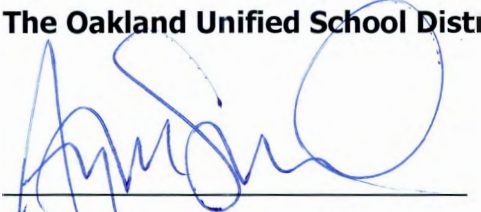
The provisions set forth above represent the entire agreement between the parties and the terms set forth herein shall not be modified, deleted, extended or otherwise altered except upon execution of a new agreement signed by both parties.

**Urban Strategies Council**

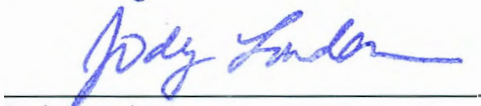


Junious Williams  
Chief Executive Officer

**The Oakland Unified School District**



Anthony Smith, PhD, Superintendent



Jody London  
President, Board of Education



Edgar Rakestraw  
Secretary, Board of Education

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By: OL

Approved As to Form

*for*   
Jacqueline Minor, General Counsel

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at [www.epls.gov/epls/search.do](http://www.epls.gov/epls/search.do).