

Board Office Use: Legislative File Info.	
File ID Number	13-2576
Introduction Date	11-20-13
Enactment Number	13-2449
Enactment Date	11-20-13

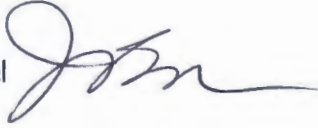


OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Jacqueline Minor, General Counsel 

Board Meeting Date November 20, 2013

Subject **CONSULTANT AGREEMENT WITH SUE PIPER**

Action Requested Ratification of the Consultant Agreement with Sue Piper

Discussion
One paragraph summary of the scope of work.

Sue Piper will serve as Communications and Public Relations consultant for the District, in support of the work of the Communications Department of the District. The term of this agreement is October 8, 2013 to January 30, 2014 and may be extended for an additional four months by written agreement of both parties. Consultant fees are payable as follows: 8 hours per week at \$150 per hour. During the term of this Agreement, the total fees shall not exceed \$12,000.00.

Recommendation Ratification of Consultant Agreement with Sue Piper

Fiscal Impact Funding resource name: GP \$12,000; Resource Code 999

Attachments

- Agreement

AGREEMENT

Between

Oakland Unified School District

And

Sue Piper for Professional Services

This Agreement, effective as of **October 8, 2013**, is by and between the Oakland Unified School District ("OUSD"), and **Sue Piper ("Consultant")**.

1. SCOPE OF SERVICES

Consultant will serve as Communications and Public Relations consultant for the District, in support of the work of the Communications Department of the District.

2. TERMS AND CONDITIONS

2.1 **Term of Agreement.** The term of this agreement shall be October 8, 2013 to January 30, 2014 and may be extended for an additional four months by written agreement of both parties.

2.2 **Fees.**

Consultant fees are payable as follows:

Consultant shall be paid 8 hours per week at \$150 per hour. Consultant shall submit invoices as provided in Section 5a below. During the term of this Agreement, the total fees shall not exceed \$12,000.00.

2.3 **Notice of Termination.** OUSD may at any time terminate this Agreement upon not less thirty (30) 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 **Copyright/Trademark/Patent/Ownership.** CONSULTANT understands and agrees that all matters produced under this Agreement shall become the

property of OUSD and cannot be used without OUSD's express written permission. OUSD 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 OUSD.

3.5 **Confidentiality.** The CONSULTANT shall maintain the confidentiality of all information and documents received that are labeled as confidential. 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 must be submitted twice a month unless otherwise agreed. Bills or invoices should be emailed to:

Mia Settles-Tidwell, Associate Superintendent
Oakland Unified School District
1000 Broadway, Suite 680
Oakland, CA 94607
Mia.settles@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.

9. 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 ineligibile, 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.

 11-21-13

Dr. Gary Yee, Superintendent and Board Secretary
Oakland Unified School District


Sue Piper, Consultant

Federal Employer Number

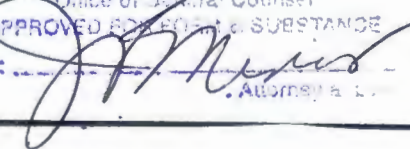
 11-21-13

President, Board of Education
Oakland Unified School District

Approved As to Form

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel

APPROVED FOR FORM & SUBSTANCE

By: 

Attorney at Law