

Board Office Use: Legislative File Info.	
File ID Number:	14-1263
Introduction Date:	06/25/2014
Enactment Number:	
Enactment Date:	



# Memo

**To:** Board of Education

**From:** GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent

**Board Meeting Date:** 06/25/2014

**Subject:** Professional Service Contract

**Contractor:** Bay Area Urban Debate Commission of Oakland , CA

**Services for:** 922-FAMILY, SCHOOL AND COMMUNITY PARTNERSHIPS

**Board Action Requested and Recommendation:** Ratification by the Board of Education of a Professional Services Contract between the District and Bay Area Urban Debate Commission, Oakland , CA, for the latter to provide: Bay Area Urban Debate League will organize debate league tournaments for Fremont High School students, provide ongoing training and support to teachers and volunteers to serve as debate coaches and mentors, and help recruit and motivate diverse students who will regularly participate in debate practices and tournaments. Debate activities will occur during after school program hours. for the period of 04/01/2014 through 06/30/2014 in an amount not to exceed \$4,000.00.

**Background:**  
(A one paragraph explanation of why the consultant's services are needed.)

Bay Area Urban Debate League (BAUDL) has partnered with OUSD for several years to bring debate activities to district students. BAUDL works with public school districts to create and maintain debate teams in under-resourced high schools in the San Francisco Bay Area.

**Discussion:**  
(QUANTIFY what is being purchased.)

Bay Area Urban Debate League will organize debate league tournaments for Fremont High School students, provide ongoing training and support to teachers and volunteers to serve as debate coaches and mentors, and help recruit and motivate diverse students who will regularly participate in debate practices and tournaments. Debate activities will occur during after school program hours.

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**Fiscal Impact:** Funding resources below not to exceed \$4,000.00

\$4,000.00 DONATIONS

**Attachments:** Professional Services Contract including Scope of Work  
Waiver Summary  
Resume / Statement of Qualifications  
EPLS Search Results Page  
Insurance Certification (if no Waiver was granted)

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OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between Bay Area Urban Debate Commission  
(CONTRACTOR) and Oakland Unified School District (OUSD). OUSD 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. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 04/01/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100.00, whichever is later. The work shall be completed no later than 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Four Thousand Dollars (\$4,000.00) [per fiscal year], at an hourly billing rate not to exceed \_\_\_\_\_ per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: No Reimbursements.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. 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.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE, which shall not exceed a total cost of \$0.00.
- CONTRACTOR Qualifications / Performance of Services:**  
**CONTRACTOR Qualifications:** 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.  
**Standard of Care:** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's 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.
- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. 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 performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- 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:

**OUSD Representative:**

Name: JULIA MA  
Site /Dept.: 922-FAMILY, SCHOOL AND COMMUNITY PARTNERSHIP  
Address: 746 Grand Avenue  
Oakland, CA 94610  
Phone: 510-273-1575

**CONTRACTOR:**

Name: Jenna Dookun  
Title: Program Manager  
Address: 287 17th Street Suite 201  
Oakland, CA 94612  
Phone: 510 517 0069

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

8. **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, partner, or joint venture 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. 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, OUSD being interested only in the results obtained.

9. **Insurance:**

1. 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.

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.

ii. 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 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.

iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **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, CONTRACTOR 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, 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 or sexual orientation.



Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/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 OUSD'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 OUSD in writing.

- 24. 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 contract, certifies that this vendor does not appear on the Excluded Parties List. (https://www.epls.gov/epls/search.do)
- 25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD'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.

OAKLAND UNIFIED SCHOOL DISTRICT

MARIA SANTOS 05/27/2014
[ ] President, Board of Education Date
[X] Superintendent or Designee

Secretary, Board of Education Date

CONTRACTOR

Jenna Dookun 05/28/2014
Contractor eSignature Date

Jenna Dookun, Program Manager
Print Name, Title



**2. Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

As a result of participation in BAUDL activities, Fremont High students will gain public speaking skills, self-confidence, critical thinking, and college and career readiness skills. Urban Debate League activities can improve students' academic performance, foster a culture of achievement, and empower students to take control of their own learning and become youth leaders in their communities.

**3. Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:  
(Check all that apply.)

- |                                                                                   |                                                                                         |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <input type="checkbox"/> Ensure a high quality instructional core                 | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input type="checkbox"/> Safe, healthy and supportive schools                           |
| <input type="checkbox"/> Create equitable opportunities for learning              | <input type="checkbox"/> Accountable for quality                                        |
| <input type="checkbox"/> High quality and effective instruction                   | <input type="checkbox"/> Full service community district                                |

**4. Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

**Action Item included in Board Approved CSSSP:** (no additional documentation required)

– Item Number(s): Not Applicable  
No Restricted Funds

**Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of CSSSP with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.



***ContractsOnline: Contract Waiver Summary***

**Site Number-Name: 922-FAMILY, SCHOOL AND COMMUNI**

**Principal / Department Head: JULIA MA**

**Contractor Name: Jenna Dookun**

**Business Name: Bay Area Urban Debate Commission**

**Contract Type: Standard**

**Anticipated Start Date: 04/01/2014**

**Contract End Date: 06/30/2014**

**Rate Type: FLAT**

**Contract Amount: \$4,000.00**

***Applicable Waivers***

**Approved by Risk Management**

**Insurance-Reduction Waiver Status: WAIVED**

**Waiver-Reduction Type: WAIVED**

**Other Reduction Amount:**

**Approval Date: 05/20/2014**

**Approved by Deputy Superintendent**

**Billing Waiver Status: Approved**

**Approval Date: 05/20/2014**

**Fingerprint Waiver Status: Approved**

**Approval Date: 05/20/2014**

**TB Test Waiver Status: Approved**

**Approval Date: 05/20/2014**



**CAMPUS PARTNERS:  
MAKING URBAN DEBATE  
WORK FOR YOUR STUDENTS**



**Speak. Learn. Lead.**



*Of indispensable importance to the work of the Bay Area Urban Debate League (BAUDL) is establishing a culture of debate in partnership with school leaders. This packet is intended to give principals and other campus partners an idea of what supports are necessary to see debate produce life-changing results on their campus – and what supports they can and should expect from BAUDL staff and volunteers.*

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### THE BAY AREA URBAN DEBATE LEAGUE: WHO WE ARE AND WHAT WE DO

The BAUDL is a public-private partnership between a non-profit organization, the Bay Area Urban Debate Commission, and public school districts, which works to create and maintain debate teams in under-resourced high schools in the San Francisco Bay Area. The BAUDL will host 6 regular season tournaments this year, capped with a League Championship Tournament that engages young people in two days of competitive action.

Every tournament sees students speaking their minds on complex political issues in front of experienced judges, using evidence to support original arguments in an intense competitive event that challenges them to **actively debate for a minimum of 5 hours**. Our goal is to offer the kind of engagement and rigor that just isn't possible in traditional classrooms.

Before each tournament, the BAUDL hosts a five-hour Saturday workshop to prepare students for competition. During the summer, the BAUDL also hosts a five-day institute for both students and teachers, and provides scholarships for students to attend two-week institutes on college campuses across the country.

In addition to our external programming, BAUDL has piloted this year an A-G course in Public Policy, Argumentation, and Debate that uses voice-centered pedagogy to build skills of critical literacy, original research, and civic leadership. BAUDL provides regular professional development and training to two teachers on each campus to become successful debate coaches. The league also assigns a volunteer mentor, well versed in competitive debate, to each campus to support your team's growth and development. We promise to ensure that all of the external support structures necessary to see debate flourish on your campus will be strong and in place.

*“Debate, which allows young people to speak their minds and be heard, turns out to be a near-magical tool for engaging those who are passionate only in their disengagement from school and the adult world.”*

– Christopher Scheer, teacher and coach at Skyline High in Oakland

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## THE OUTCOMES

The BAUDL strongly believes in the capacity of debate to assist your campus in achieving its pedagogical goals by providing a positive educational experience outside of the classroom, incentivizing the learning experience, and targeting underperforming students in order to help close the achievement gap in our schools. In UDL settings across the country, debaters routinely build the following skills::

- ▶ **IMPROVED ACADEMIC PERFORMANCE.** BAUDL students significantly improve academic skills across the board. They maintain higher GPAs than their peers, and score higher on the ELA portion of the California Standards Tests. Their attitude toward academics also improves: in a survey of program participants, 98% agreed or strongly agreed that they would graduate high school, 91% stated that they will go to college, and 93% claimed that they learned a lot from debate.
- ▶ **BUILDING A BRIDGE TO COLLEGE.** The BAUDL helps to foster a culture of achievement and works with students to craft and implement ambitious plans for college. The approach has already generated impressive gains: 86% of the seniors participating in BAUDL in the 2009-2010 season went on to college and one student earned a full-ride debate scholarship at the University of Oklahoma.
- ▶ **CLOSING THE GAP.** The BAUDC's primary mission is to help close the achievement gap in Bay Area high schools. The BAUDL works actively to recruit and attract students who are falling through the cracks in the traditional classroom, directing the strongest attention to students with behavioral problems and/or poor academic track records. Debate empowers students to take control of the learning process and, in so doing, engages students who might under-perform in a traditional classroom.



Working in teams, debaters conduct original research, crafting and advocating proposals on dozens of complex policy issues.

The results generated by BAUDL come from debate's unique ability to empower students to take control over their own learning, to take pride in using their minds and voices to solve problems big and small, and to become leaders in their classrooms and communities. Because debate makes young people more eloquent and better able to express themselves, debaters can become ambassadors for intellectual success on your campus, demonstrating to all students beyond a shadow of a doubt that it is possible to be smart and popular at the same time.

The BAUDL draws support and best practices from a national network of partnering organizations: since 1997, 37,000 students from 350 urban public secondary schools in districts with approximately 87% minority and 78% low-income student populations have enjoyed the immense benefits of debate. Recently, a study conducted by researchers at the University of Michigan concluded that a black male student who joins his high school's debate team is *twice as likely to graduate from high school* than one who does not. The BAUDL is dedicated to replicating these successes in your hallways!

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## THE BAUDL MODEL: WHAT IT TAKES TO MAKE DEBATE WORK

The Bay Area Urban Debate League would not need to exist if students were already motivated to plow through mountains of research and engage with the hardest problems facing their communities and their nations. Opening up a pathway to competitive success and academic achievement for all the students in your school requires some teamwork between teachers, administrators, and the many staff and volunteers that BAUDL brings to the table. Below are a few steps that can enable debate to produce real results on your campus.

### The core partnership:

- ▶ Recruit two teacher/staff members to be debate coaches, and secure a stipend to reward their hard work. Most of the coaches in our network spend an average of 5-6 hours per week on debate, and earn roughly \$2500 for their time. In many cases, districts and afterschool partners can help secure this stipend.
- ▶ Make available school space for practices twice a week.
- ▶ Make time for a meeting with BAUDL staff at the beginning and end of each school year to discuss the team and how better to integrate it into the life and mission of the school.



Monthly BAUDL tournaments bring students together for hours of intense argumentation, a culmination of practice and hard work.

### Seeding a culture of achievement through debate:

- ▶ Ensure appropriate recognition for the hard work of the debaters on your campus – names in the announcements, fliers in the hallways, acknowledgement at school assemblies. This part is easy to do – but also crucial, and easy to forget.
- ▶ Work with the BAUDL and/or your school's debate team to spread the word to potential recruits – classroom visits, assemblies, staff meetings, all can contribute to opening up the opportunity to participate in debate.
- ▶ Enable teachers to attend BAUDL professional development seminars toward PD requirements. Less than 3 times per year, this may require helping teachers to find a substitute for a day of classes.

### Deepening the impact:

- ▶ Make space in the master schedule for BAUDL's A-G course. Running under the title Public Policy, Argumentation, and Debate, this course uses engaging voice-centered pedagogy to drive
- ▶ When possible, offer debaters academic credit for their participation on the team.
- ▶ When possible, make available snacks and drinks at team practices.
- ▶ When appropriate, offer incentive like prom tickets, pizza parties, or another gesture of support to those who demonstrate a commitment to the team.

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## WHAT WE BRING TO THE PARTNERSHIP

The BAUDL is dedicated to making debate an influential force in the culture of your school. To this end, we are not only eager to help train teachers, host workshops and competitions, and recruit volunteers, but also to explore other options that will help institutionalize debate on your campus. Some programs that we have successfully implemented in the past include:

- ▶ Organizing public debates during school assemblies
- ▶ Engaging BAUDL alumni as inspirational speakers for classrooms or assemblies
- ▶ Organizing speak-outs during lunchtime
- ▶ Working with teachers of any subject to incorporate debate and student voice into their curriculum

But this is only the start. We look forward to working creatively with you and your staff to find the set of strategies that works best on your campus.

- ▶ **Tournaments and Workshops.** The BAUDL runs six tournaments and seven workshops over the school year, bringing all member schools together to compete.
- ▶ **Professional development.** Teachers receive extensive support throughout the year and specialized training at workshops, seminars, and summer debate institutes.
- ▶ **Team mentors.** Experienced college debaters, trained and supported by BAUDC staff, are assigned to each school, helping teachers to develop curriculum and run engaging practices.
- ▶ **Travel and glory.** From public debates to travel opportunities, BAUDL helps bring the glory for the hard work our young students invest..
- ▶ **Summer programming.** The BAUDL hosts its own week-long summer institute, and sends students every year to prestigious summer institutes on college campuses.
- ▶ **Supporting materials.** The BAUDL generates and gathers hundreds of pages of debate evidence, research guides, curriculum, and classroom handouts to benefit its teams.

**CONTACT US.** We look forward to partnering with you to help open up a pathway for your students leaders for their communities. Thanks for all the work you do with the young people you serve; please don't hesitate to get in touch using the contact information below.

Dmitri Seals  
Executive Director  
dseals@baudl.org  
(510) 517-0069

Perry Green  
Program Director  
perry@baudl.org  
(510) 575-9131

## Bay Area Urban Debate League: Speak. Learn. Lead.

