

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	17-0572
Introduction Date	5/10/17
Enactment Number	
Enactment Date	



# Memo

**To** Board of Education

**From** Devin Dillon, Ph.D., Interim Superintendent  
Tara Gard, Deputy Chief Talent Officer, Talent Division

**Board Meeting Date** 5/10/17

**Subject** **RATIFICATION OF STANDARD AMENDMENT AGREEMENT**

**Action Requested** Ratification by the Board of Education of the Standard Agreement Amendment #CN140312 for Visiting Educator Release Agreement between the District and California Department of Education for the continued on-loan services of District employee Christian Nelson, with costs reimbursable to the District in the amount of salary and driven benefits, i.e., an increase from \$314,664.94 to an amount not to exceed \$666,763.92, including an increase in the term of service that had ended on March 31, 2017, to end on March 31, 2019.

**Background**  
*A one paragraph explanation of the the MOU.*

The Board, on February 11, 2015 (Legislative File Number 15-0137, Enactment No. 15-0185), approved the agreement with the California Department of Education, Adult Education Office, Career and College Transition Division, for the Visiting Educator Program services of Christian Nelson for the period of April 1, 2015, through March 31, 2017.

**Discussion**  
*One paragraph summary of the MOU.*

In February 2015, Christian Nelson was assigned to the position of Education Administrator I to ensure that California meets the requirements of the Workforce Innovation and Opportunity Act (WIOA) as well as the CDE's portion of the adult education system.

**Recommendation**

Ratification by the Board of Education of the Standard Agreement Amendment #CN140312 for Visiting Educator Release Agreement between the District and California Department of Education for the continued on-loan services of District employee Christian Nelson, with costs reimbursable to the District in the amount of salary and driven benefits, i.e., an increase from \$314,664.94 to an amount not to exceed \$666,763.92, including an increase in the term of service that had ended on March 31, 2017, to end on March 31, 2019.

**Fiscal Impact** Costs reimbursable to the District in the amount of salary and driven benefits.

**Attachments**

- Standard Amendment Agreement
- File 15-0137



CALIFORNIA  
DEPARTMENT OF  
EDUCATION

**TOM TORLAKSON**

STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

March 16, 2017

Tara Gard, Deputy Chief Talent Officer  
Oakland Unified School District  
1000 Broadway, Suite 295  
Oakland, CA 94607-4033

Subject: CN140312 Amendment 2

Dear Ms. Gard:

Please complete the following checked item(s) and return for further processing to:

**Contracts, Purchasing and Conference Services  
California Department of Education  
1430 N Street, Suite 1802  
Sacramento, CA 95814-5901**

Standard Agreement Amendment (STD 213A) with attached exhibits. Sign the first page of the Standard Agreement Amendment package (STD 213A) and the additional three single STD 213As.

This Amendment cannot be considered binding on either party until approved by appropriate authorized state agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. Expeditious handling of this Agreement is appreciated. For inquiries regarding this Amendment, **please contact the California Department of Education, Contracts, Purchasing and Conference Services, at (916) 322-3050.**

Sincerely,

Jaymi Brown, Manager  
Contracts, Purchasing, and Conference Services

JB:ml  
Attachment(s)

STATE OF CALIFORNIA  
**STANDARD AGREEMENT AMENDMENT**  
 STD 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 7 Pages

AGREEMENT NUMBER <b>CN140312</b>	AMENDMENT NUMBER <b>2</b>
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:  
STATE AGENCY'S NAME  
**California Department of Education**  
CONTRACTOR'S NAME  
**Oakland Unified School District**
- The term of this Agreement is **4/1/15** through **3/31/19**
- The maximum amount of this Agreement after this amendment is: **\$666,763.92**  
 Six hundred Sixty Six Thousand Seven Hundred Sixty Three Dollars and Ninety Two Cents.

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:  
 THAT CERTAIN STATE OF CALIFORNIA STANDARD AGREEMENT DESIGNATED AS NUMBER CN140312 and CN140312 Amendment 1 shall be amended in the following particulars and no others:  
 AGREEMENT TERM shall be amended by deleting March 31, 2017 and inserting March 31, 2019 in place thereof.  
 AGREEMENT AMOUNT shall be increased from \$314,664.94 to \$666,763.92 (a said increase of \$352,098.98). Said increase shall be computed in accordance with Exhibit B.1.  
 EXHIBIT A, SCOPE OF WORK, shall be revised in accordance with Exhibit A.2.  
 EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, shall be amended by incorporating Exhibit B.1.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>Oakland Unified School District</b>		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 1000 Broadway, Suite 295 Oakland, CA 94607-4033		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME California Department of Education		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Valarie Bliss, Director, Personnel Services Division		
ADDRESS 1430 N Street, Suite 1802, Sacramento, CA 95814		

STATE OF CALIFORNIA  
**STANDARD AGREEMENT AMENDMENT**  
 STD. 213 A (Rev 6/03)

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
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STATE OF CALIFORNIA  
**STANDARD AGREEMENT AMENDMENT**  
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EXHIBIT A, SCOPE OF WORK, shall be revised in accordance with Exhibit A.2.

EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, shall be amended by incorporating Exhibit B.1.

All other terms and conditions shall remain the same.

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PRINTED NAME AND TITLE OF PERSON SIGNING <b>Valarie Bliss, Director, Personnel Services Division</b>		
ADDRESS 1430 N Street, Suite 1802, Sacramento, CA 95814		

**EXHIBIT A.2**  
**SCOPE OF WORK**  
**CDE AGREEMENT - # CN140312 Amendment 2**  
**Oakland Unified School District**

**MEMORANDUM OF UNDERSTANDING  
VISITING EDUCATOR PROGRAM  
CALIFORNIA DEPARTMENT OF EDUCATION  
AND  
OAKLAND UNIFIED SCHOOL DISTRICT  
APRIL 1, 2015 THROUGH ~~MARCH 31, 2017~~  
*MARCH 31, 2019***

Under the provision of Government Code Section 19050.8 and State Personnel Board Rule 427, the State of California and the Oakland Unified School District (hereinafter referred to as OUSD) enter into an agreement for the assignment of Christian Nelson, to the California Department of Education (hereinafter referred to as CDE), Career and College Transition Division (hereinafter referred to as CCTD), 1430 N Street, Suite 4202, Sacramento, California, under the following terms, conditions, and policies.

**I. JUSTIFICATION FOR ASSIGNMENT**

This contract supports the assignment of Christian Nelson to the position of Education Administrator I (EA I) of the Adult Education Office (AEO) within the CCTD of the CDE. The EA I reports directly to the Director of the CCTD and is responsible for the overall programmatic and fiscal oversight of state and federal funds allocated for adult education within the state of California.

The EA I position is currently vacant following the retirement of the prior administrator. Unfortunately, the recruitment process resulted in an extremely limited number of qualified applicants who possessed the appropriate combination of education and experience and, currently, there is no one within the CDE with the expertise and experience to assume the responsibilities of the position.

Mr. Nelson, who has spent his entire career as a teacher, coordinator, administrator, and leader working on behalf of teachers, administrators, and students, has the educational background, program expertise, strength, and leadership skills that are critical for carrying out the program mandates and responsibilities of the AEO.

At the completion of this contract, the OUSD will have an employee who possesses a practical knowledge of state government practices and policies and who has gained program administrative experience. The employee will be responsible for the development of statewide adult education-related policy specific to programs and services. This assignment will expand the employee's experience and knowledge of program administration at the state level and its impact on adult education programs and services.

**II. POSITION DATA AND SUPERVISION**

The employee will be assigned to the position of EA I of the AEO within the CCTD. The employee, under the direct supervision of Donna Wyatt, Director of the CCTD, will

*Bold and italics represents new information and strikethrough represents deletions.*



provide leadership to support and improve adult education programs and services statewide.

As the EA I of the AEO, the employee will be responsible for ensuring that California meets the requirements of the Workforce Innovation and Opportunity Act (WIOA) as well as the CDEs portion of the adult education system. The WIOA and the adult education system are designed to provide adult educational programs including English as a Second Language, basic and secondary academic skills, and short term career technical education programs. This system also encompasses adults with disabilities and incarcerated and institutionalized individuals.

The employee will be assigned to perform the following tasks and responsibilities:

- Provide leadership for adult education programs throughout the state and the overall programmatic and fiscal administrative oversight of the funds allocated for adult education.
- Provide leadership and supervision to approximately 20 AEO staff. Develop unit goals/objectives and work plans; provide technical assistance to ensure all program responsibilities are carried out.
- Provide efficient administrative services appropriate to the laws, regulations, and policies which affect adult education programs.
- Review and prepare legislative analyses and recommend proposed positions on state and federal legislation.
- Establish relationships with the various constituencies within and outside of the CDE which will lead to effective communications and develop mutually beneficial working relationships.
- Prepare and supervise budgets for federal and state funded adult education programs.

### III. COST AND EXPENSE

The CDE will reimburse the OUSD for the employee's salary and benefits via a standard agreement contract. In addition to salary, reimbursement will be paid for employer's contributions toward employee benefits including health, dental, vision, life insurance, fringe and contributions to the State Teachers Retirement System, unemployment, and workers' compensation programs.

The CDE will reimburse Mr. Nelson directly for all travel expenses incurred while conducting official business on behalf of the State of California. The employee will submit travel-related receipts through the CDEs California Automated Travel Expense Reimbursement System. For travel purposes, the employee's headquarters will be designated as 1430 N Street, Suite 4202, Sacramento, California 95814.

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**IV. RIGHTS AND BENEFITS**

The assignment of Mr. Nelson to the CDE during this contract period shall not affect his status and rights as an employee of the OUSD, and he will be entitled to all current and future benefits, salary, and allowances for sick leave, vacation, retirement, workers' compensation, and other benefits offered to employees of the OUSD. Mr. Nelson will remain an employee of the OUSD and will not gain any state civil service status or be eligible for benefits offered only to employees of the state as a result of this assignment. Experience obtained during this assignment will be considered administrative for open examination purposes.

**V. APPLICATION OF RULES, REGULATIONS, AND POLICIES**


During the period of assignment, Mr. Nelson will be assigned responsibilities equivalent to the level of an EA I of a unit/office. The rules and policies of both the CDE and the State of California governing standards of conduct shall continue to apply to the employee.

Amendments to extend the services of a Visiting Educator assignment will be contingent upon the completion of a written annual evaluation of the employee's performance in this assignment.

As required under the provision of the Budget Act language, individuals providing services under a Visiting Educator Program/Interjurisdiction Exchange contract are required to provide full financial disclosure to the Fair Political Practices Commission in accordance with the rules and regulations of the Commission.

**VI. TERMS OF CONTRACT**

This contract will commence on April 1, 2015, and will terminate on ~~March 31, 2017~~ **March 31, 2019**. This contract may be terminated before the expiration date by either party with a 30 day written advance notice.

  
Employee

3-15-17  
Date

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE

By:   
Attorney at Law

*Bold and italics represents new information and strikethrough represents deletions.*

**EXHIBIT B.1**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**  
**CDE AGREEMENT - #CN140312 Amendment 2**  
**OAKLAND UNIFIED SCHOOL DISTRICT**

EXHIBIT B.1  
BUDGET SUMMARY

<b>Original</b> 4/1/15 – 3/31/17	<b>Amendment 1</b> 4/1/15 – 3/31/17	<b>Amendment 2</b> 4/1/15 – 3/31/19	<b>TOTAL</b>
\$314,664.94	\$0.00	\$352,098.98	<b>\$666,763.92</b>

Christian M Nelson VE Contract  
FY 2016-17 April, May, June of 2017

Christian M Nelson VE Contract  
FY2017-18

Christian M Nelson VE Contract  
FY 2018-19 July 2018 – March 2019

Monthly Rate	10,369.22		Monthly Rate	10,369.22		Monthly Rate	10,369.22	
Months	3.00		Months	12.00		Months	9.00	
<b>Total Salary</b>		<b>31,107.66</b>	<b>Total Salary</b>		<b>124,430.64</b>	<b>Total Salary</b>		<b>93,322.98</b>
<b>Stipends</b>			<b>Stipends</b>			<b>Stipends</b>		
Masters Stipend	100.00	300.00	Masters Stipend	100.00	1,200.00	Masters Stipend	100.00	900.00
Cell Phone Stipend	50.00	150.00	Cell Phone Stipend	50.00	600.00	Cell Phone Stipend	50.00	450.00
Travel Stipend	500.00	1,500.00	Travel Stipend	500.00	6,000.00	Travel Stipend	500.00	4,500.00
<b>Total Stipends</b>		<b>1,950.00</b>	<b>Total Stipends</b>		<b>7,800.00</b>	<b>Total Stipends</b>		<b>5,850.00</b>
<b>Total Stipends and Salary</b>		<b>33,057.66</b>	<b>Total Stipends and Salary</b>		<b>132,230.64</b>	<b>Total Stipends and Salary</b>		<b>99,172.98</b>
<b>Benefits</b>			<b>Benefits</b>			<b>Benefits</b>		
Medical	572.41	1,717.23	Medical	572.41	6,868.92	Medical	572.41	5,151.69
Dental	60.40	181.20	Dental	60.40	724.80	Dental	60.40	543.60
Vision	5.80	17.40	Vision	5.80	69.60	Vision	5.80	52.20
CaiStrs	1,386.22	4,158.66	CaiStrs	1,386.22	16,634.64	CaiStrs	1,386.22	12,475.98
Medicare	159.78	479.34	Medicare	159.78	1,917.36	Medicare	159.78	1,438.02
SUI	11.79	35.37	SUI	11.79	141.48	SUI	11.79	106.11
WorkComp	688.70	2,066.10	Work Comp	688.70	8,264.40	WorkComp	688.70	6,198.30
Life	1.88	5.64	Life	1.88	22.56	Life	1.88	16.92
LTD	2.40	7.20	LTD	2.40	28.80	LTD	2.40	21.60
<b>Total Benefits</b>		<b>8,668.14</b>	<b>Total Benefits</b>		<b>34,672.56</b>	<b>Total Benefits</b>		<b>26,004.42</b>
<b>Total Salary and Benefits</b>		<b>41,725.80</b>	<b>Total Salary and Benefits</b>		<b>166,903.20</b>	<b>Total Salary and Benefits</b>		<b>125,177.40</b>
Indirect Costs (5.48%)		<b>2,286.57</b>	Indirect Costs (5.48%)		<b>9,146.29</b>	Indirect Costs (5.48%)		<b>6,859.72</b>
<b>Total Salary, Benefits, &amp; Indirect</b>		<b>44,012.37</b>	<b>Total Salary, Benefits, &amp; Indirect</b>		<b>176,049.49</b>	<b>Total Salary, Benefits, &amp; Indirect</b>		<b>132,037.12</b>
							<b>TOTAL:</b>	<b>352,098.98</b>

W

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Office of the Superintendent of Schools

February 11, 2015

<b>Legislative File</b>	
File ID Number:	15-0137
Introduction Date:	02/11/2015
Enactment Number:	15-0185
Enactment Date:	2/11/15
By:	P.S.

**TO:** Board of Education

**FROM:** Antwan Wilson, Superintendent  
Brigitte Marshall, Chief Talent Officer, Human Resources Services and Support

**SUBJECT:** Agreement with the California Department of Education, Adult Education Office, Career and College Transition Division, for Visiting Educator Program services of Christian Nelson

**ACTION REQUESTED**

Approval by the Board of Education of the agreement with the California Department of Education, Adult Education Office, Career and College Transition Division, for the Visiting Educator Program services of Christian Nelson for the period of April 1, 2015, through March 31, 2017.

**DISCUSSION**

Mr. Nelson will be assigned to the position of Education Administrator I of the Adult Education Office to ensure that California meets the requirements of the Workforce Innovation and Opportunity Act (WIOA) as well as the CDE's portion of the adult education system. The WIOA and the adult education system are designed to provide adult educational programs including English as a Second Language, basic and secondary academic skills, and short-term career technical education programs. This system also encompasses adults with disabilities and incarcerated and institutionalized individuals.

**BUDGET IMPACT**

The California Department of Education, Adult Education Office, Career and College Transition Division will reimburse the District for the full salary and driven benefits of Mr. Nelson.

**RECOMMENDATION**

Approval by the Board of Education of the agreement with the California Department of Education, Adult Education Office, Career and College Transition Division, for the Visiting Educator Program services of Christian Nelson for the period of April 1, 2015, through March 31, 2017.

**MEMORANDUM OF UNDERSTANDING  
VISITING EDUCATOR PROGRAM  
CALIFORNIA DEPARTMENT OF EDUCATION  
AND  
OAKLAND UNIFIED SCHOOL DISTRICT  
APRIL 1, 2015 THROUGH MARCH 31, 2017**

Under the provision of Government Code Section 19050.8 and State Personnel Board Rule 427, the State of California and the Oakland Unified School District (hereinafter referred to as OUSD) enter into an agreement for the assignment of Christian Nelson, to the California Department of Education (hereinafter referred to as CDE), Career and College Transition Division, 1430 N Street, Suite 4202, Sacramento, California, under the following terms, conditions, and policies.

**I. JUSTIFICATION FOR ASSIGNMENT**

The employee will be assigned to the position of Education Administrator I (EA I) of the Adult Education Office (AEO) within the Career and College Transition Division (CCTD). The employee, under the direct supervision of Russell Weikle, Director of the CCTD, will provide leadership to support and improve adult education programs and services statewide.

As the EA I of the AEO, the employee will be responsible for ensuring that California meets the requirements of the Workforce Innovation and Opportunity Act (WIOA) as well as the CDE's portion of the adult education system. The WIOA and the adult education system are designed to provide adult educational programs including English as a Second Language, basic and secondary academic skills, and short term career technical education programs. This system also encompasses adults with disabilities and incarcerated and institutionalized individuals.

**II. POSITION DATA AND SUPERVISION**

The employee will be assigned to the position of EA I of the AEO within the CCTD. The employee will be assigned to perform the following tasks and responsibilities:

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- Provide for efficient administrative services appropriate to the laws, regulations, and policies, which affect adult education programs.
  - Review and prepare legislative analyses and recommend proposed positions on state and federal legislation.
  - Establish relationships with the various constituencies within and outside of the CDE which will lead to effective communications and develop mutually beneficial working relationships.
  - Prepare and supervise budgets for federal and state funded adult education programs.

### **III. COST AND EXPENSE**

The CDE will reimburse the OUSD for the employee's salary and benefits via a standard agreement contract. In addition to salary, reimbursement will be paid for employer's contributions toward employee benefits including health, dental, vision, life insurance, fringe and contributions to the State Teachers Retirement System, unemployment, and workers' compensation programs.

The CDE will reimburse Mr. Nelson directly for all travel expenses incurred while conducting official business on behalf of the State of California. The employee will submit travel-related receipts through the CDE's California Automated Travel Expense Reimbursement System. For travel purposes, the employee's headquarters will be designated as 1430 N Street, Suite 4202, Sacramento, California 95814.

### **IV. RIGHTS AND BENEFITS**

The assignment of Mr. Nelson to the CDE during this contract period shall not affect his status and rights as an employee of the OUSD, and he will be entitled to all current and future benefits, salary, and allowances for sick leave, vacation, retirement, workers' compensation, and other benefits offered to employees of the OUSD. Mr. Nelson will remain an employee of the OUSD and will not gain any state civil service status or be eligible for benefits offered only to employees of the state as a result of this assignment. Experience obtained during this assignment will be considered administrative for open examination purposes.

### **V. APPLICATION OF RULES, REGULATIONS, AND POLICIES**

During the period of assignment, Mr. Nelson will be assigned responsibilities equivalent to the level of an EA I of a unit/office. The rules and policies of both the CDE and the



State of California governing standards of conduct shall continue to apply to the employee.

Amendments to extend the services of a Visiting Educator assignment will be contingent upon the completion of a written annual evaluation of the employee's performance in this assignment.

As required under the provision of the Budget Act language, individuals providing services under a Visiting Educator Program/Interjurisdiction Exchange contract are required to provide full financial disclosure to the Fair Political Practices Commission in accordance with the rules and regulations of the Commission.

**VI. TERMS OF CONTRACT**

This contract will commence on April 1, 2015, and will terminate on March 31, 2017. This contract may be terminated before the expiration date by either party with a 30 day written advance notice.

Christina M. Nelson  
EMPLOYEE  
1-20-15  
DATE

James Harris  
OAKLAND UNITED SCHOOL DISTRICT  
OFFICE OF THE SUPERINTENDENT  
APPROVED FOR: \_\_\_\_\_  
DATE: \_\_\_\_\_

James Harris  
President, Board of Education

Antwan Wilson  
Antwan Wilson  
Secretary, Board of Education

File ID Number: 15-0137  
Introduction Date: 2/11/15  
Enactment Number: 15-0185  
Enactment Date: 2/11/15  
By: [Signature]