

Board Office Use: Legislative File Info.	
File ID Number	16-1441
Introduction Date	6/22/2016
Enactment Number	16-1018
Enactment Date	6/22/16 <i>JD</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Vernon Hal, Senior Business Officer
Jacqueline Minor, General Counsel

Board Meeting Date June 22, 2016

Subject **AGREEMENT WITH PATRICIA JOHNSON**

Action Requested **Ratification of Agreement with Patricia Johnson, Retired Superintendent to Provide Coaching Support Services to District Administrators**

Background Discussion Patricia Johnson, a Retired Superintendent is being retained to provide executive coaching to selected District Administrators, Leaders and Executives that supports and strengthens the goals and mission of the school district, Board of Education and Superintendent of Schools. Ms. Johnson first came to the District's attention after she was retained by a Foundation to provide Executive Coaching to an OUSD Leader. The term of the agreement is April 1, 2016 to June 30, 2018. The specific coaching services to be provided include:

1. Provide assessment tools to determine areas of desired and needed growth as a leader.
2. Meet with supervisor and/or other relevant personnel to gather data on needed and desired areas of improvement or growth.
3. Work with the client to establish manageable goals for improvement.
4. Observations of the executive in work environments to provide feedback regarding style, presentation, and means of communication.
5. Provide on-site, telephone and technology interface to provide "just in time" support of the client.
6. Meet one-on-one no less than twice a month to monitor progress, provide needed encouragement and support and observe skills improvements. Additional time will be provided as needed.
7. Assist in gathering constructive feedback on achievement of goals at the conclusion of coaching.

Recommendation **Ratification of Agreement with Patricia Johnson, Retired Superintendent**

Fiscal Impact Funding resource name: General Purpose – not to exceed \$75,000

Attachments • Agreement



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 16-1441

Department: Senior Business Officer

Vendor Name: Patricia Johnson

Contract Term: Start Date: April 1, 2016 End Date: June 30, 2018

Annual Cost: \$ 75,000

Approved by: Senior Business Officer

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

This vendor has varied successful experiences at the state level with urban school districts and a strong background in state and federal administration.

Summarize the services this Vendor will be providing.

The vendor will provide executive coaching to selected District Administrators, Leaders and Executives.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

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AGREEMENT
Between
OAKLAND UNIFIED SCHOOL DISTRICT and
PATRICIA JOHNSON

1. INTENT

The Oakland Unified School District (hereinafter "the District" or "OUSD") hereby enters into a professional services agreement with PATRICIA JOHNSON (hereinafter "CONSULTANT" or "CONTRACTOR") for the latter to provide executive coaching to selected District Administrators, Leaders and Executives that supports and strengthens the goals and mission of the school district, Board of Education and Superintendent of Schools. The full scope of work is attached hereto as Attachment A. Dr. Johnson's resume is attached.

2. TERMS AND CONDITIONS

- 2.1 **Term of Agreement.** The term of this agreement shall be April 1, 2016 to June 30, 2018 and may be extended by written agreement of both parties.
- 2.2 **Fees.** CONSULTANT'S fees for its services shall be fixed not to exceed \$25,000 per District client during the term of this Agreement. The total contract shall not exceed four District clients or a total of \$75,000. The fee is all inclusive, including travel, telephone toll charges, express mail, messenger or delivery service for the term of this Agreement.
- 2.3 **Simultaneous Services by Consultant to Other Clients.** The District acknowledges its understanding that Consultant is actively involved in furnishing services similar to those provided by this contract for other clients. Consultant shall not be limited in any way in performing services for other clients that do not prevent it from discharging its obligations under this Agreement.
- 2.4 **Due Diligence and Lack of Warranty.** CONSULTANT shall exercise due diligence and its best efforts in performing the services required by this Agreement. Consultant makes no warranty, express or implied, as to the results of the services provided.
- 2.5 **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. In addition, OUSD may terminate this agreement for cause should CONSULTANT fail to perform any part of this Agreement. 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.
- 2.6 **Choice of Laws.** This Agreement is governed by the laws of the State of California.
- 2.7 **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.
- 2.8 **Anti-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. In addition, CONSULTANT agrees to require like compliance by all of its subcontractor(s).

2.9 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 or business entity, and will be responsible for operations and management of its employees to sufficiently carry out the agreed upon Scope of Work. CONSULTANT 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 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 with respect to CONSULTANT's employees. 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. The CONSULTANT and all CONSULTANT's agents, personnel, employee(s), and/or subcontractor(s) 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.

In addition to CONSULTANT's obligation to indemnify the District, CONSULTANT specifically acknowledges and agrees that CONSULTANT has an immediate and independent obligation to defend the District from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to CONSULTANT by the District and continues at all times thereafter.

5. BILLING

- a. Bills for CONSULTANT fees and expenses must be submitted monthly and within 30 days of the end of the billing period unless otherwise agreed. Bills or invoices should be addressed to:

Jacqueline Minor, General Counsel
Jacqueline.minor@ousd.org
and
Cindee.LaJoure@ousd.org
Oakland Unified School District
1000 Broadway, Room 680
Oakland, CA 94607

- b. The District will not pay for amounts not reflected on bills or invoices.
- c. The District will pay only the actual costs for reasonable expenses without any premiums or markups.
- d. The District retains the right to audit all bills or files that are or have been the subject matter of any billing in the past. Such an audit will require CONSULTANT to produce any and all documentation that would support the billing submitted by CONSULTANT. CONSULTANT will produce any individual who has submitted billing on behalf of the firm, as well as any firm personnel who would have knowledge or information regarding any billing, and the firm shall produce such persons to answer any and all questions regarding the billings. CONSULTANT acknowledges that the District may utilize its own personnel, an outside auditing service, or such other company or service to perform such audits.

6. WAIVER

Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

7. MODIFICATION OF AGREEMENT

The parties may amend this Agreement in writing by mutual consent. Changes, including any increase or decrease in the amount of the CONSULTANT's compensation, shall only be effective upon proper Board approval and execution of a duly authorized written amendment to this Agreement.

8. COMPLIANCE WITH LAWS

CONSULTANT shall keep itself fully informed of the applicable state and federal law affecting the performance of this Agreement, including but not limited to any and all restrictions and requirements of the Lobbying Disclosure Act, and shall at all times comply with such laws as they may be amended from time to time.

9. SECTION HEADINGS

The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

10. ENTIRE AGREEMENT

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

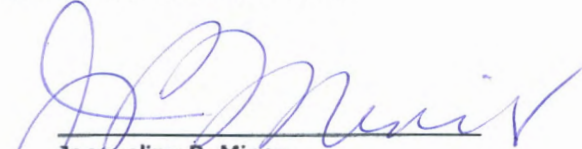
11. SEVERABILITY

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.


12. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

The Parties certify to the best of their knowledge and belief, that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or CONTRACTOR according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

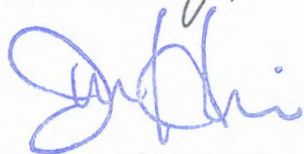
IN WITNESS WHEREOF, the parties hereto agreed to be bound and have executed this Agreement on the day first mentioned above.



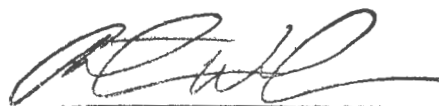
Jacqueline P. Minor




Patricia Johnson



President, Board of Education
Oakland Unified School District



Superintendent and Secretary, Board of Education
Oakland Unified School District

File ID Number: 16-1441
Introduction Date: 6-22-16
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Enactment Date: 6-22-16
By: 

Attachment A

Patricia H. Johnson

(916) 275-7038 pjohnson8910@gmail.com

Executive Coaching

Executive Coaching delivers one-on-one custom skill and personal development in a manner that fosters trust, confidence and challenge for the executive and then provides support and encouragement to implement the desired change.

Scope of Work:

Provide executive coaching to selected Oakland Unified School District Administrators (clients) that supports and strengthens the goals and mission of the school district, Board of Education and Superintendent of Schools. Coaching services include but are not limited to:

1. Establish a confidential trust relationship between coach and client to encourage open and honest dialogue.
2. Provide assessment tools to determine areas of desired and needed growth as a leader.
3. Meet with supervisor and/or other relevant personnel to gather data on needed and desired areas of improvement or growth.
4. Work with the client to establish manageable goals for improvement.
5. Provide and make available resources internally and externally that promote the achievement of the established goals.
6. Observations of the executive in work environments to provide feedback regarding style, presentation, and means of communication.
7. Offer ideas, modeling and literature to support skills development.
8. Provide on-site, telephone and technology interface to provide "just in time" support of the client.
9. Meet one-on-one no less than twice a month to monitor progress, provide needed encouragement and support and observe skills improvements. Additional time will be provided as needed.
10. Assist in gathering constructive feedback on achievement of goals at the conclusion of coaching.

PATRICIA HOGAN-JOHNSON

1699 Errol Ct. ▪ Folsom, CA 95630 ▪ Home: 916-983-3932 ▪ Mobile: 916-275-7038 ▪ Fax: 916-983-3932 ▪ pjohnson888@comcast.net

Summary of Qualifications

Multi-credentialed educational leader and CEO with varied experiences at the state level and within large urban and suburban school districts and private sector non-profit organizations; Strong background and experience in Human Resources administration, state and federal program administration, strategic planning, goal setting, and project management. Exceptional communication and community building skills; Proven success in providing coaching and mentoring of administrators while facilitating strong relationships skills with executive level management, community and parents. Experience and success in developing standards and research based professional development for new, experienced employees and administrators.

Expertise Highlights

- Policy Design & Administration
- Curriculum & Assessment
- Staff Coaching and Mentoring
- Employee Training & Development
- Performance Management
- Postsecondary Student Transition
- Strategic Partnership & Management
- Project Management
- Budget Administration
- Program Assessment & Change
- Analysis & Decision-Making
- Regulatory Compliance
- Union Negotiations & Mediation
- Organizational Goal-Setting

Education

- 2010 **University of California at Berkeley**, Berkeley, CA
Ed.D. Educational Leadership,
- 1976 **Pepperdine University**, Los Angeles, CA
M.A., Educational Administration,
- 1974 **California State University**, Fresno, CA
B.A., Social Sciences,

Career History

- 2014-Present **Organization and Performance Management Consultant.** Folsom, CA
- 2013-2014 **Interim Executive Director** Community Resource Project Inc. Sacramento, CA.
- 2008-2013 **Organization and Performance Management Consultant.** Folsom, CA
- 2007-2008 **Superintendent**, Grant Joint Union High School District, Sacramento, CA.
- 2002-2007 **Deputy/Associate Superintendent Education Services**, Grant Joint Union High School District, Sacramento CA.
- 1999-2002 **Owners, M. D. and Associates Education Consultants** Sacramento, CA
- 1996-1999 **Deputy Superintendent, Instruction and Learning**, Sacramento City Unified School District, Sacramento, CA
- 1995-1996 **Deputy Superintendent, Curriculum and Instructional Leadership Branch**, California State Department of Education, Sacramento CA
- 1990-1995 **Assistant/Associate Superintendent**, Division of Personnel, Fresno Unified School District Fresno CA. and Moreno Valley Unified School District, Moreno Valley, CA
- 1988-1990 **Administrator**, Classified Personnel; Division of Human Resources, Fresno Unified School District, Fresno, CA
- 1986-1988 **Director/Principal**, Restart Alternative High School, Fresno Unified School District, Fresno, CA
- 1981-1986 **Projects Coordinator**, State and Federal Programs, Fresno Unified School District, Fresno, CA
- 1980-1981 **Program Manager**, Emergency School Aid Act (ESAA) Desegregation Program, Division of Instruction, Fresno Unified School District, Fresno, CA
- 1978-1980 **Staff Development Specialist**, Staff Development, Fresno Unified School District.

Professional Experience

Organization Leadership

- Oversaw and managed all district divisions including, facilities management, business services, communications services and instructional programs in a district of approximately 13,000 students in grades 7-12.
- Oversaw the development of district strategic plan, vision, goals and norms with school board members and district staff.
- Supervised and managed the transition and integration of all services for the Grant Joint Union High School District during the transition of unification efforts of 3 elementary school district with 1 secondary school district.
- Developed and implemented a major reduction of services and staff to facilitate unification transition efforts.

Private Consultant

- Served as an external evaluator under the State of California's Immediate Intervention for Underperforming School Initiative (II/USP) Worked with a variety of urban schools to develop standards based and core subject improvement plans to significantly increase student achievement. Provided goal setting, community collaboration, board of education presentations, and small group interaction to collaboratively develop goals, objectives and activities for action plans.
- Provided mentoring and coaching for K-12, community college and non-profit administrators on effective management skills, team building, developing resources, WASC accreditation, planning and implementing professional development strategies and programs related to mandated compliance issues, progressive discipline and work place culture and climate.

Curriculum and Instructional Leadership

- Responsible for all instruction related departments, budgets, and resources in the Sacramento City Unified School District, whose 53,000-student population is, comprised of 28% Anglo, 26% African American, 27% Hispanic 2 1% Asian and other diverse student population students.
- Administered and supervised all curriculum and instruction related matters for the Sacramento City Unified School District including developing district wide content standards aligned to the California State Content Standards, textbook adoption, professional development, reading, math and English language arts curriculum K-12, revision of board policies state and federal categorical programs and supervision of all site level administrators.
- Supervised all instruction related departments in the Sacramento City Unified School District, which included the offices of Standards and Curriculum, Research and Evaluation, Special Education, Staff Development, Adult Continuing, and Alternative Education, School Based Reform Programs.
- Administered the Curriculum and Instructional Leadership (CM) Branch for, the California Department of Education. Provided leadership in the establishment of curricular and instructional policies serving over five million students in the state and supervised budgets exceeding 30 million dollars.
- Supervised five State Department of Education Divisional offices providing services in the following educational areas, elementary through high schools education, district and school support services, student assessment and federal categorical programs.
- Initiated and led the development of a district-wide comprehensive strategic plan organized around a standards based system of instruction, leadership and management for the Sacramento City Unified School District
- Formed partnerships with institutions of higher education for professional development, research projects and postsecondary transition programs for students

Personnel Administration

- Administered and supervised all personnel related responsibilities in a large urban district (80,000 ADA) and a large suburban district (33,000 ADA).
- Developed, interpreted, and appraised human resources policies, practices and plans including selections, classifications, assignments, promotions, dismissals, transfers, compensation, leaves, and related areas; made recommendations to the District Superintendent of Schools.
- Negotiated contracts with multiple collective bargaining units.

Site Level Administration

- Served as director/principal for an alternative high school emphasizing retrieval of students, who had dropped out of school.
- Organized and led staff in the development of new courses of instruction and selection of educational materials designed for nontraditional high school students.
- Selected, supervised, and evaluated certificated and classified staff.

School Support Services

- Served as a district level coordinator in the supervision of categorical programs including Title School Improvement, Limited-English Proficient, and I for approximately 80 school sites in Fresno Unified School District, the third largest district in California parent advisory committees.
- Supervised school sites in the development of comprehensive school site plans, providing teacher and administrator professional development addressing specifically the needs of at risk, and bilingual students in a school district whose diverse population was comprised of 38% Hispanic 30% Anglo, 22% Southeast Asian, and 10% African American students.

Internship/Committee Leadership

- State Curriculum and Instruction Committee Member (Association of California School Administrators)
- Staff Development Coordinating Committee Sacramento Unified School District
- Administrative Interim for Loni Hancock, Education Secretary's Representative for President Bill Clinton, U.S. Department of Education, Region LX, San Francisco, California 94102
- Dropout Prevention Task Force (Fresno Unified School District)
- Project Solo Sex Equity Study (California State Department of Education)
- Desegregation Advisory Committee (Fresno Unified School District)
- State Chairperson, Adult Education Committee (Association of California School Administrators)

Affiliations: Professional Organizations; Awards/Honors

- Sierra Adoption Services Board Member (past member)
- Association for Supervision and Curriculum Development
- Association of California School Administrators, Curriculum and Instruction Committee
- Presenter Achieving Schools Conference
- Little Hoover Commission, City Services, City of Fresno Performance Management
- American Business Women's Association (ABWA) Scholarship Recipient
- Presenter at the ACSA Personnel Institute on Successful Personnel Recruitment

Employers /References (Additional Professional Name: Patricia H. Newsome)

Organization	Supervisor/Reference	Contact Information
Yuba Community College District 2088 North Beale Road Marysville, CA. 95901	Jacques Whitfield Director of Human Resources	(916) 747-0059
Performance Fact Inc. 333 Hegenberger Rd. Suite 204 Oakland Ca. 94621	Muti Fagbayi President CEO	(916) 869-0433
Community Resource Project 520 Harris Ave Sacramento CA	Alicia Meza Board Member	(916) 427-5100
Berkeley Unified School District 2020 Bonar Street Berkeley CA. 94702	Dr. Donald Evans Superintendent	(916) (510) 644-6206