

Board Office Use: Legislative File Info.	
File ID Number:	14-1540
Introduction Date:	08/13/2014
Enactment Number:	14-1448
Enactment Date:	8-13-14



Memo

To: Board of Education

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

Board Meeting Date: 08/13/2014

Subject: Professional Service Contract

Contractor: Critical Juncture, LLC of Mill Valley, 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 Critical Juncture, LLC, Mill Valley, CA, for the latter to provide: Contractor will complete database for the Community Partner Platform build out to meet the immediate needs of OUSD which shall include: 1) Organization Signup and Verification Process; 2) Public Access; 3) School Access, and 4) Basic Reporting for the period of 05/05/2014 through 05/15/2014 in an amount not to exceed \$10,000.00.

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

Currently we have no technical solution to manage our partnerships. This database enables us to better understand and manage our partnerships at both the site and central office level. Through this database we will be able to more equitably distribute partner-provided services and help schools to find partners that best suit their needs. In addition, the database will enable families to see the services provided at their schools.

Discussion:
(QUANTIFY what is being purchased.)

Contractor will complete database for the Community Partner Platform build out to meet the immediate needs of OUSD which shall include: 1) Organization Signup and Verification Process; 2) Public Access; 3) School Access, and 4) Basic Reporting

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Fiscal Impact: Funding resources below not to exceed \$10,000.00

\$10,000.00 General Purpose-Unrestricted

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

Critical Juncture, LLC

This Agreement is entered into between _____ (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 05/05/2014, 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 05/15/2014.

- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed _____ ten thousand Dollars (\$10,000.00) [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: JOANNA LOCKE
Site /Dept.: 922-FAMILY, SCHOOL AND COMMUNITY PARTNERSHIP
Address: 746 Grand Avenue
Oakland, CA 94610
Phone: 5102731523

CONTRACTOR:

Name: Bob Burbach
Title: Managing Member
Address: 1005 Marin Dr
Mill Valley, CA 94941
Phone: 7342231493

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/eplis/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

CONTRACTOR

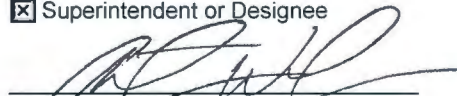
MARIA SANTOS

06/19/2014

President, Board of Education

Date

Superintendent or Designee


Secretary, Board of Education

8-19-14
Date

Bob Burbach

06/20/2014

Contractor eSignature

Date

Bob Burbach, Managing Member

Print Name, Title

ContractsOnline: Contract Waiver Summary

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

Principal / Department Head: JOANNA LOCKE

Contractor Name: Bob Burbach

Business Name: Critical Juncture, LLC

Contract Type: Standard

Anticipated Start Date: 05/05/2014

Contract End Date: 05/15/2014

Rate Type: FLAT

Contract Amount: \$10,000.00

Applicable Waivers

Approved by Risk Management

Insurance-Reduction Waiver Status: WAIVED

Waiver-Reduction Type: WAIVED

Other Reduction Amount:

Approval Date: 06/16/2014

Approved by Deputy Superintendent

Billing Waiver Status: Approved

Approval Date: 06/16/2014

Fingerprint Waiver Status: Approved

Approval Date: 06/16/2014

TB Test Waiver Status: Approved

Approval Date: 06/16/2014

Critical Juncture, LLC

Statement of Qualifications

Business:

Critical Juncture, LLC was formed in 2010 to provide modern web development and system architecture for government, healthcare and education. Critical Juncture is focused on enabling real change through software; that is we place a higher value on the change that software can create than on the creation of the software itself. We do this by focusing identifying when and where to apply effort for the largest impact as we distill massive datasets into understandable and actionable information.

We do this by focusing on user experience in order to build tools that are intuitive yet powerful. We invest considerable time and effort to understand the problem domain in order to ensure that the application meets actual needs in the process forming long-term partnerships with partners who demand more than the status quo.

As a company we harness the power of small teams to ensure quality and responsiveness. Through the utilization of open source technology we reduce costs and ensure long-term viability of the software we create. We deliver working software quickly, gathering feedback and iteratively improving the software on a continual basis.

Software Highlights:

- California Maternal Data Center
 - Website: <https://demo.datacenter.cmqcc.org/>
 - Video: <http://www.youtube.com/watch?v=k4E0scrKJqk>
- Federal Register 2.0
 - Website: <https://www.federalregister.gov>
 - Video: <http://www.youtube.com/watch?v=U5k50B5KXmc>

Clients:

- National Archives & Records Administration, Office of the Federal Register / Government Printing Office
- Centers for Disease Control & Prevention / California Maternal Quality Care Collaborative (Stanford University School of Medicine)

- California HealthCare Foundation / California Maternal Quality Care Collaborative (Stanford University School of Medicine)
- Integrated Healthcare Association / California Maternal Quality Care Collaborative (Stanford University School of Medicine)
- California Hospital Association / California Maternal Quality Care Collaborative (Stanford University School of Medicine)
- Association of Women's Health, Obstetric and Neonatal Nurses / Merck for Mothers
- UC San Diego / First 5 of San Diego / Regional Perinatal System
- California Perinatal Quality Care Collaborative (Stanford University School of Medicine)
- Siempre Unidos / Siempre Sol

Awards:

- 2013 Open Source for America Award for Outstanding Open Source project from Open Source for America for our work using open source on the Federal Register 2.0 project.
- Bright Idea Award from The [Ash Center for Democratic Governance and Innovation](#) at the [John F. Kennedy School of Government, Harvard University](#) for FederalRegister.gov.
- Walter Gellhorn Innovation Award from Administrative Conference of the United States (ACUS) for developing FederalRegister.gov.
- Apps for Innovation, Grand Prize from the Consumer Electronics Association for Govpulse.us.
- Apps for America 2, Runner Up for Govpulse.us.

Founder Biographies:

Bob Burbach is a software developer and new media designer specializing in modern web technologies including Ruby on Rails and JavaScript. He is passionate about beautiful, intuitive interfaces coupled with solid application design and scalable server architecture - all with the goal providing the best user experience possible.

He also has a passion for open data and transparency with a desire to see technology used to improve the way we live and how the institutions around us function. Whether it's wrangling large datasets into usable interfaces, providing data collection and analytics tools for educators, or experimenting with new technologies Bob is often found trying to expand the boundaries of what our public institutions believe is possible and affordable.

Prior to becoming a founder of Critical Juncture, Bob ran a design consultancy and was a Web Applications Developer for the University of Michigan Medical School where he developed next generation tools for conveying risk information to patients and families. He received a BA in mass media communication from the University of Michigan and has completed coursework in new media design.

Andrew Carpenter is a software developer and designer, focusing on building data manipulation and analysis tools that allow content-area experts to leverage existing datasets for immediate wins.

Andrew is passionate about turning data into actionable information, in areas ranging from open government to healthcare to education. Recent projects include work linking birth certificate data to hospital records, empowering physicians and hospitals to better understand where they can improve the quality of their care; this tool is in use in half the hospitals in California, and this summer will launch across Washington State.

Immediately prior to co-founding Critical Juncture, Andrew was a Technology Lead at WestEd, where he led the Open Source group; in five years, he and his team developed, launched and maintained over 30 applications that provided professional development to teachers, ensured compliance, and increased

organizational efficiency. He received a BA in Political Science at Swarthmore College, earning High Honors. Intending to become to a high school teacher, Andrew completed all the necessary coursework for teaching credentials.

Andrew Carpenter and Bob Burbach were both named *Champions of Change for Open Data* by President Obama in June 2011.