

Board Office Use: Legislative File Info.	
File ID Number	13-0628
Introduction Date	4-10-13
Enactment Number	13-0645
Enactment Date	4/10/13 <i>er</i>



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Jacqueline Minor, General Counsel

Board Meeting Date April 10, 2013

Subject **AMENDMENT-II TO AGREEMENT BETWEEN THE DISTRICT AND URBAN STRATEGIES COUNCIL**

Action Requested **Approval of AMENDMENT-II TO AGREEMENT BETWEEN THE DISTRICT AND URBAN STRATEGIES COUNCIL**

Background The purposes of this Amendment are twofold: 1) to retain Urban Strategies Council to assist in convening and staffing a stakeholder group that will work with District Staff to develop the implementation plan for the School Site Governance policy statement adopted by the Board in April 2012 and 2) to amend the Executive on Loan Agreement to include an additional \$112,292 for the current fiscal year to facilitate the retention of highly-skilled professionals whose services are critical on a short term basis by the District.

Discussion URBAN STRATEGIES shall assist the District in convening and staffing a stakeholder group that will work with District to implement the School Site Governance policy adopted by the Board in April 2012. The specific Scope of Work is attached to the Amendment as Exhibit A. In addition, Urban Strategies will continue its partnership with the District in providing highly-skilled professionals whose services are critical on a short term basis by the District. The Amendment term is through the current fiscal year (June 30, 2013). The compensation under the Amendment \$49,940 for the School Site Governance Policy implementation work; the funding source for the School Site Governance Policy implementation work is W.K. Kellogg Foundation grant. The Amendment also provides additional \$112,292 in funding for the current fiscal year for the Executive on Loan Program. The Executive on Loan Program is funded by General Purpose funds.

Recommendation **APPROVAL OF AMENDMENT-II TO AGREEMENT BETWEEN THE DISTRICT AND URBAN STRATEGIES COUNCIL**

Fiscal Impact W.K. Kellogg Foundation grant – 49,940
General Purpose -- \$112,292

Attachments

- Amendment-II
- Agreement

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**AMENDMENT-II TO AGREEMENT
Between
OAKLAND UNIFIED SCHOOL DISTRICT
And
URBAN STRATEGIES COUNCIL**

The purposes of this Amendment are twofold: 1) to retain Urban Strategies Council (URBAN STRATEGIES, CONTRACTOR OR CONSULTANT) to assist in convening and staffing a stakeholder group that will work with District Staff and the Superintendent's Office to develop the implementation plan for the School Site Governance policy statement adopted by the Board in April 2012 and 2) to amend the Executive on Loan Agreement to include an additional \$112,292 approved by Enactment 12-2259 dated August 22, 2012, between URBAN STRATEGIES and the Oakland Unified School District (the "District" or "OUSD") for URBAN STRATEGIES to facilitate the retention of highly-skilled professionals whose services are critical on a short term basis by the District.

The Parties hereby agree to amend said Agreement as follows:

1. Paragraph I (Purpose) is amended to add the following provision:

URBAN STRATEGIES shall assist the District in convening and staffing a stakeholder group that will work with District Staff and the Superintendent's Office to develop the implementation plan for the School Site Governance policy statement adopted by the Board in April 2012. The specific Scope of Work is attached hereto and incorporated by reference herein as Exhibit A.

2. Paragraph IV (Compensation) is hereby amended to add an additional \$49,940 for the current fiscal year for the School Site Governance Policy implementation work. The funding source for the School Site Governance Policy implementation work is W.K. Kellogg Foundation grant. Paragraph IV is further amended to add an additional \$112,292 for the current fiscal year for the Executive on Loan Program. The Executive on Loan Program is funded by General Purpose funds.

3. CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications which include:

A. Tuberculosis Screening

- B. Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent

contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

4. Non-Discrimination. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the 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, the 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.

5. Drug-Free / Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.

6. Insurance:

Commercial General Liability Insurance: 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.

7. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: THE district certifies to the best of 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>)


IN WITNESS WHEREOF, the parties hereto agreed to be bound and have executed this Amendment-II to the Agreement originally approved by the Oakland Unified School District Board of Education on August 22, 2012.

Urban Strategies Council




Junious Williams
Chief Executive Officer

The Oakland Unified School District



David Kakishiba
President, Board of Education

4/11/13



Edgar Rakestraw
Secretary, Board of Education

4/11/13

Approved As to Form



Jacqueline Minor, General Counsel

File ID Number: 13-0628
Introduction Date: 4/10/13
Enactment Number: 13-0645
Enactment Date: 4/10/13
By: o.s.

SCOPE OF WORK

Task Force Facilitation and Support to Develop a Comprehensive Plan for School Site Governance

**Submitted by:
Urban Strategies Council
February 21, 2013**

Updated Scope of Work

The scope of work for this project has been revised to break the work into two phases. The first Phase will begin on March 1 and continue through June 30, 2013. The second Phase will begin July 1, 2013 with an ending date to be determined.

Phase I—March 1—June 30, 2013

I. Documentation of Current Decision Making Authority (see detail on pages 3-6 below)

II. Composing and Convening a Task Force (only these items from pages 3-6 below) **Activities**

1. Determine the composition of the Task Force
2. Invite prospective candidates to join the Task Force
3. Convene the Task Force for 4 meetings over the next 4 months to discuss and resolve the following topics or issues:
 - a) an orientation to establish procedures for Task Force and conduct a review of the Board policy for School Governance;
 - b) review existing laws, regulations, collective bargaining agreements and grants and contract provisions related to decision making;
 - c) review site decision making policies and regulations from Oakland and other districts and develop a framework for the implementation plan and administrative regulations;
 - d) Through surveys, interviews, focus groups and meetings, identify what various members of the school community want to make decision about at the site level

Deliverables

1. A Task Force of 12-18 individuals.
2. Agendas and meeting notes for each of 4 Task Force meetings.

III. With Assistance of Task Force, Obtain School Community Input on Decision Making (only these items from pages 3-6 below)

Activities:

1. Through surveys or focus groups or meetings, gather input from the school community (including staff, parents, students and community members) regarding what specific decisions in each area of autonomy they would like to see delegated to the school site and to whom or what body.

Deliverables

1. A summary by role group of what decisions should be made at the site level and by whom

IV. Consultation with District Staff (only these items from pages 3-6 below)

Activities

1. Initial meeting with key district staff with responsibilities for each of the four areas of autonomies to obtain their input and recommendations for site decision making authority and to identify areas of caution and concern in delegation of decision making authority to the sites
2. Three monthly consultation with OUSD staff on implications for site decision making for supervisory authority, regional and central decision making and Board decision making

Deliverables

1. Clear understanding by central staff, Task Force and the Superintendent of the legal and organizational parameters of site decision making and the implications of site decision making on the central office operations in the four areas of autonomies

V. Research, Document Design and Writing (only these items from pages 3-6 below)

Activities

1. Collect and analyze documents from prior and current OUSD site decision making processes
2. Collect and analyze documents from other school districts employing site decision making policies

Deliverables

1. Summary of OUSD prior effort on site decision making
2. Summary of best practices and models from other school districts

Site Decision Making Task Force Personnel Budget- Phase 1		
Tasks	HOURS	COSTS
Task 1. Documentation of Current Decision Making Authority	46	\$ 6,500
Task 2. Composing and Convening a Task Force	151	\$ 21,166
Task 3. With Assistance of Task Force, Obtain School Community Input on Decision Making	72	\$ 6,024
Task 4. Consultation with District Staff	42	\$ 6,100
Task 5. Research, Document Design and Writing	20	\$ 2,900
Task 6. General Administration and Communications	49	\$ 7,250
Grand Total	380	\$ 49,940.00

BACKGROUND

In April 2012 the OUSD Board of Education adopted a policy statement on School Site Governance. Under the policy statement, the Superintendent was instructed to develop a comprehensive implementation plan to make the policy statement operational.

The OUSD is interested in convening a group of stakeholders, including members of the task force convened by Board Member David Kakishiba in the course of developing the Board policy, which can advise the superintendent on the comprehensive plan to govern implementation of the policy.

The OUSD is interested in Urban Strategies Council's assistance in convening and staffing a stakeholder group that can work with district staff and the Superintendent's office in developing the implementation plan.

This document presents a draft scope of work which sets forth tasks, activities and deliverables that would be the focus of a contract between OUSD and Urban Strategies Council.

MAJOR TASKS

In order to develop the implementation plan, it is recommended that several activities be undertaken to provide the proposed Task Force with information on which to base their recommendations to the Superintendent. Additionally, we recommend a series of tasks related to the actual management and facilitation of the task force process in order to produce the proposed plan for recommendation to the Superintendent. Both sets of tasks and the underlying activities are set forth below.

I. Documentation of Current Decision Making Authority

Need: Staff and Task Force members need to clearly understand the legal, collective bargaining, grant and other requirements and responsibilities for decision making as well as the current decision making responsibilities in the four areas of autonomy including staffing, calendar, programs and budget.

Activities

1. Identify and document Education Code provisions regarding delegation of decision making authority by Board, Superintendent, Principals and other designated parties.
2. Review and document collective bargaining agreements to determine where input and participation in decision making or decision making authority is granted to collective bargaining units.
3. Review and document categorical funding and grant agreements to determine where input and participation in decision making or authority for decision making is granted to administrators, staff, parents, students, community or other parties.
4. Review and document current district initiatives related to the four areas of autonomy to determine where input and participation in decision making or decision making authority is granted to administrators, staff, parents, students, community or other parties and determine their relationship to site decision making.

5. Identify and document what decisions are currently delegated to sites and to whom at the sites; develop a matrix identifying current site decision making authority related to the four autonomies and any other areas identified.

Deliverables

1. A summary of Education Code provisions related to non-delegable decision making responsibilities in each of the four areas of autonomies
2. A summary of collective bargaining agreements provisions providing for bargaining unit input or participation in decision making in the four areas of autonomies
3. A summary of categorical funding or grant agreements providing for administrator, staff, parents, student, community or other party input or participation in decision making in the four areas of autonomies
4. A summary of district initiatives and their provisions for administrator, staff, parents, student, community or other party input or participation in decision making in the four areas of autonomies
5. Table identifying current site decision making authority in each of the four areas of autonomies.

II. Composing and Convening a Task Force

Need: The district needs to convene a representative task force and engage them in the process of developing recommendations to the Superintendent on a comprehensive implementation plan and to address the specific questions which the Board identified in the course of its discussion of the proposed policy.

Activities

1. Determine the composition of the Task Force
2. Invite prospective candidates to join the Task Force
3. Convene the Task Force for 10-12 meetings over the next 10 months to discuss and resolve the following topics or issues:
 - a) an orientation to establish procedures for Task Force and conduct a review of the Board policy for School Governance;
 - b) review existing laws, regulations, collective bargaining agreements and grants and contract provisions related to decision making;
 - c) review site decision making policies and regulations from Oakland and other districts and develop a framework for the implementation plan and administrative regulations;
 - d) Through surveys, interviews, focus groups and meetings, identify what various members of the school community want to make decision about at the site level
 - e) discuss and outline plan and regulations related to programs;
 - f) discuss and outline plan and regulations related to staffing;
 - g) discuss and outline plan and regulations related to finance;
 - h) discuss and outline plan and regulations related to calendar;
 - i) discuss and decide on composition and decision making rules for site decision making bodies;
 - j) discuss and establish process for site readiness and approval for exercising autonomies including written documentation required;

- k) discuss and establish process for accountability including documenting decisions, reporting, central office and board review;
- l) determine the training and support process for school sites related to site decision making;
- m) approve final recommendations to the Superintendent on implementation plan and administrative regulations.

Deliverables

- 1. A Task Force of 12-18 individuals.
- 2. Agendas and meeting notes for each of 4 Task Force meetings.

III. With Assistance of Task Force, Obtain School Community Input on Decision Making

Need: The Task Force and District staff need a clear idea of what specific decision in each area of autonomy members of the school would like to see delegated to the school site

Activities:

- 1. Through surveys or focus groups or meetings, gather input from the school community (including staff, parents, students and community members) regarding what specific decisions in each area of autonomy they would like to see delegated to the school site and to whom or what body.
- 2. Through meetings and other input mechanisms, obtain community feedback on directions and draft documents for the implementation plan and regulations

Deliverables

- 1. A summary by role group of what decisions should be made at the site level and by whom
- 2. Periodic community input and feedback on the draft implementation plan and regulations

IV. Consultation with District Staff

Need: Key district staff need to be engaged in identifying critical issues for their areas of responsibilities and advising the Task Force and the Superintendent of methods by which any legal or other requirements can be met while achieving the spirit of the Board policy that the maximum possible decision making authority be assigned to the school site level.

Activities

- 1. Initial meeting with key district staff with responsibilities for each of the four areas of autonomies to obtain their input and recommendations for site decision making authority and to identify areas of caution and concern in delegation of decision making authority to the sites
- 2. Monthly consultation with OUSD staff on implications for site decision making for supervisorial authority, regional and central decision making and Board decision making
- 3. Review draft implementation and administrative regulations with key staff for each of the four areas of autonomies

Deliverables

1. Clear understanding by central staff, Task Force and the Superintendent of the legal and organizational parameters of site decision making and the implications of site decision making on the central office operations in the four areas of autonomies
2. Recommendations to the Superintendent of needed changes in central office practices and operations to accommodate the site decision making authority

V. Research, Document Design and Writing

Activities

1. Collect and analyze documents from prior and current OUSD site decision making processes
2. Collect and analyze documents from other school districts employing site decision making policies
3. Design and refine implementation plan framework
4. Draft regulations in each of the four autonomies and related implementation guidelines
5. Draft and edit introductory and other content for recommendations to Superintendent.

Deliverables

1. A document containing a set of recommendations to the Superintendent regarding a comprehensive implementation plan and administrative regulations for site decision making
2. Presentations (number to be determined) to stakeholder groups and the Board regarding recommendations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

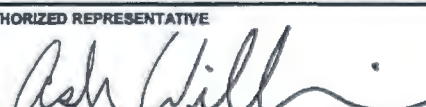
PRODUCER Merriwether & Williams Insurance License No.: OCO1378 550 Montgomery St., Suite 550 San Francisco CA 94111	CONTACT NAME: Ash Williams PHONE (A/C No. Ext): (415) 986-3999 E-MAIL ADDRESS: ash@imwis.com		FAX (A/C No): (415) 986-4421
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Urban Strategies Council 1720 Broadway Street 2nd Floor Oakland CA 94612	INSURER A: Philadelphia Insurance Company		
	INSURER B: Oak River Insurance Company		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: CL1262902716 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PEPK859190	5/29/2012	5/29/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			PEPK859190	5/29/2012	5/29/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	2200005465-121	3/9/2012	3/9/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Oakland Unified School District, its officers, agents, employees, and assigns, are hereby named Additional Insured, but only with respect to their interest as it may appear to the named insured's operations.

CERTIFICATE HOLDER Oakland Unified School District 1025 Second Avenue Oakland, CA 94609	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Junious Williams, Jr.
Chief Executive Officer

Staff:

Carla Dartis
Chief Operating Officer

Alicia Olivarez
Program Associate

Allison Feldman
Program Associate

Carmen Violich
Program Associate

Gus Newport
Senior Consultant

Iris Hemmerich
AmeriCorps VISTA Assistant

Jenna Churchman
Program Coordinator

John Garvey
Research Associate

Rebecca Brown
Research Coordinator

Sarah Marzer
Research Associate

Steve King
Program Coordinator

Steve Spiker
Research & Technology Director

Teri Carlyle
Accounting Consultant

Te Guerra
Evaluation Consultant

December 19, 2012

Renée McMearn
Contract Analyst
Oakland Unified School District
Family, School, Community Partnerships Department
746 Grand Avenue
Oakland, CA 94610

Dear Ms. McMearn:

Re: Assurance of Staff Fingerprinting and TB Testing

This is to verify that Urban Strategies Council staff assigned to the Full Service Community Schools Evaluation Project of the Oakland Unified School District will satisfy the requirements of finger printing and tuberculosis testing.

As requested by the District, we will provide proof of this verification when the evaluation work begins in terms of staff entering OUSD school sites.

Sincerely,

Junious Williams, Jr.

Board Office Use: Legislative File Info.	
File ID Number	12-2913
Introduction Date	November 14, 2012
Enactment Number	12-2829
Enactment Date	11/14/12 <i>cm</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
 From Jacqueline Minor, General Counsel *jm*
 Board Meeting Date November 14, 2012
 Subject Amendment to the Executives on Loan Agreement between Urban Strategies Council and OUSD

Action Requested Approval of Amendment to Executives on Loan Agreement between Urban Strategies Council and OUSD.

Background By Enactment 12-2259 dated August 22, 2012, the Board of Education approved an Executive on Loan Agreement between Urban Strategies (hereinafter "URBAN STRATEGIES") and the Oakland Unified School District (hereinafter "the District") for URBAN STRATEGIES to facilitate the retention of highly-skilled professionals whose services are critical on a short term basis by the District (the "Agreement").

Discussion The purpose of the amendment is to add an additional \$300,000 to the total amount of the contract for the current fiscal year.

Recommendation Approval by the Board of Education of the Amendment to the Executives on Loan Agreement between Urban Strategies Council and OUSD

Fiscal Impact Funding resource name: General Purpose

Attachments

- Amendment to Amendment to the Executives on Loan Agreement between Urban Strategies Council and OUSD
- Executives on Loan Agreement between Urban Strategies Council and OUSD

Board Office Use: Legislative File Info.	
File ID Number	12-213
Introduction Date	11/14/2012
Enactment Number	12-2529
Enactment Date	11/14/12 al

AMENDMENT TO EXECUTIVE ON LOAN AGREEMENT
Between
OAKLAND UNIFIED SCHOOL DISTRICT
And
URBAN STRATEGIES COUNCIL

By Enactment 12-2259 dated August 22, 2012, the Board of Education approved an Executive on Loan Agreement between Urban Strategies (hereinafter "URBAN STRATEGIES") and the Oakland Unified School District (hereinafter "the District" or "OUSD") for URBAN STRATEGIES to facilitate the retention of highly-skilled professionals whose services are critical on a short term basis by the District (the "Agreement"). The Parties hereby agree to amend said Amendment as follows:

1. Paragraph 4 (Compensation) is hereby amended to add an additional \$300,000 to the total amount of the contract for the current fiscal year.
2. Except as expressly provided above, the Agreement is unchanged.
3. This Amendment to the Agreement between URBAN STRATEGIES and the District constitutes the entire understanding and agreement between the Parties.
4. All understandings, agreements, covenants, and representations express or implied, oral or written between the Parties are contained and merged herein. No other agreements, covenants, or representations, express or implied, oral or written, have been made by or between the Parties concerning the subject of this Amendment. This is an integrated agreement. It may not be altered, modified or otherwise changed in any respect except in a writing signed by each party.

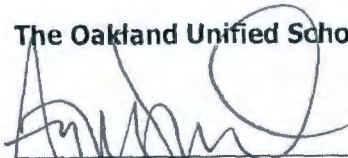
IN WITNESS WHEREOF, the parties hereto agreed to be bound and have executed this Amendment to the Agreement originally approved by the Oakland Unified School District Board of Education on August 22, 2012.


Urban Strategies Council




Junious Williams
 Chief Executive Officer

The Oakland Unified School District

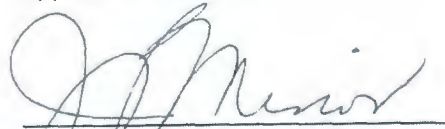

Anthony Smith, PhD, Superintendent


Jody London
President, Board of Education


Edgar Rakestraw
Secretary, Board of Education

File ID Number: 2-2913
Introduction Date: 11/14/12
Enactment Number: 12-284
Enactment Date: 11/14/12
By: D.S.

Approved As to Form


Jacqueline Minor, General Counsel

OUSD or the District verifies that
the Contractor does not appear on
the Excluded Parties List at
www.epls.gov/eplsearch.do.

**EXECUTIVES ON LOAN AGREEMENT
BETWEEN
URBAN STRATEGIES COUNCIL
AND
OAKLAND UNIFIED SCHOOL DISTRICT**

Parties

This agreement is entered into between the **Urban Strategies Council** (hereinafter referred to as the "Council") and the **Oakland Unified School District** (hereinafter referred to as the "District").

Parties

This Agreement is entered into between the **Urban Strategies Council** (hereinafter referred to as the "Council") and the **Oakland Unified School District** (hereinafter referred to as the "District") to cover the period of July 1, 2012 through June 30, 2013.

I. Purpose

The Council wishes to continue its on-going relationship with the District by supporting the District's Executive on Loan program. Under the Executive on Loan program, the Council will provide Executives on Loan to the District to support the District's Business and Operations departments, including human resources, financial services, payroll, accounting, auditing and student assignment.

II. Scope of Engagement

The Executives on Loan will serve as lead project consultants for 1) public finance, fiscal management and budget development and 2) human resources and human capital management. The Executives on Loan shall work as loaned executives in the District's Business and Operations division. The District's Deputy Superintendent for Business and Operations will identify and define scope of specific assignments and/or projects that the Executives on Loan will undertake.

III. Duration

This agreement shall commence on July 1, 2012 and shall terminate on June 30, 2013, unless extended in writing by mutual agreement of the Council and the District. The agreement may be terminated by either party upon thirty (30) days prior written notice.

IV. Compensation

For the aforementioned services, the District shall pay the Council 100% of the salaries of the Executives on Loan, plus an administrative fee of 15%. The amount to be paid by

the District to the Council for the salary of this additional Executive on Loan and the administrative fee shall not exceed \$350,000 during each fiscal year. The Council shall invoice the District quarterly during each fiscal year. The invoices shall be submitted to:

Vernon Hal, Deputy Superintendent Business and Operations
1025 – Second Avenue
3rd Floor
Oakland, CA 94606

or emailed to:

Vernon.Hal@ousd.k12.ca.us

At all times, the Executives on Loan shall be deemed independent contractors of the District and shall not be entitled to any District employee benefits. None of the work to be performed by the Executives on Loan shall be subcontracted without prior written consent of the Council. The Council shall submit Forms 1098 to the Internal Revenue Service and will provide Forms 1099 to the Executives on Loan. The Council will not withhold or pay any taxes. Payment of all taxes is the sole responsibility of the Executives on Loan.

V. CONFIDENTIALITY AND OWNERSHIP OF MATERIALS AND PRODUCTS

A. Confidential Information and Data:

The District and the Council agree not to publish or otherwise disclose any information or data obtained from each other or from third parties pursuant to this agreement that has been identified in writing as confidential or proprietary ("Confidential Information"), for any purpose other than performance of the work hereunder, without the prior written consent of the non-disclosing party(ies). Both parties shall obligate its employees, sub-Districts, consultants and agents to protect the Confidential Information in accordance with these requirements. "Confidential Information" as used hereunder, does not include information which: (i) is or becomes available to the public through no breach of this sub-contract by the parties; (ii) is required to be disclosed by either party pursuant to law or court order, provided the party required to so disclose gives prior notice to the other party of the required disclosure detailing the Confidential Information to be disclosed, and cooperates to preserve, to the extent possible, the confidentiality of the Confidential Information; or (iii) is independently known by the recipient of Confidential Information prior to receipt thereof or is discovered independently by the recipient.

B. Ownership of Work Products and Materials:

The District shall maintain full ownership and exclusive rights to all work produced in the course of and as an end result of this agreement, including drafts, any code developed, as well as all design and functionality of the draft and final materials. No use of any of the materials produced as an end result of this contract shall be made without the OUSD's prior written consent. The District maintains the right to produce and

disseminate descriptions of the activities it has carried out under this contract that do not include reproducing the products themselves or otherwise violating the terms of this clause.

VI. JURISDICTION, SEVERABILITY AND DISPUTE RESOLUTION

A. Jurisdiction

This agreement shall be deemed to have been executed under the laws of the State of California. If any provision of this agreement shall be deemed invalid or void, the remainder of the agreement shall remain in effect.

B. Severability

If any sections or provisions of this contract are determined to be void or unenforceable by a court of competent jurisdiction, the remaining sections and provisions shall remain in full force and effect unless or until modified in writing by mutual agreement of the parties.

C. Dispute Resolution

In the event that a dispute arises between the parties regarding the interpretation of this agreement or performance under it, the aggrieved party shall notify the other party in writing. Within three working days of receipt of written notice regarding a dispute of interpretation or performance, the parties shall meet by telephone or in person to discuss and resolve the matter in a manner satisfactory to both parties.

In the event that the meeting described in the paragraph does not result in satisfactory resolution of the dispute, the parties agree to submit such dispute to binding arbitration under the rules of the American Arbitration Association, with both parties sharing equally in the costs of such arbitration. The decision of the arbitrator shall be final and enforceable in any court of competent jurisdiction.

VII. HOLD HARMLESS


The District agrees to defend and hold harmless the Council against any claims, administrative or judicial, that may occur as a result of activities and services rendered per this agreement, to the extent that such claims are due to the actions or omissions of the District.

The Council agrees to defend and hold harmless District against any claims, administrative or judicial, that may occur as a result of activities and services rendered per this agreement, to the extent that such claims are due to the actions or omissions of the Council.

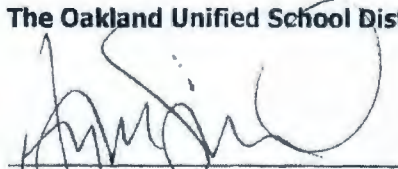
VIII. Conclusion

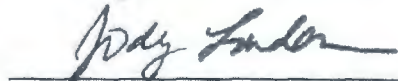
The provisions set forth above represent the entire agreement between the parties and the terms set forth herein shall not be modified, deleted, extended or otherwise altered except upon execution of a new agreement signed by both parties.

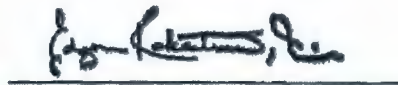
Urban Strategies Council


Junious Williams
Chief Executive Officer

The Oakland Unified School District

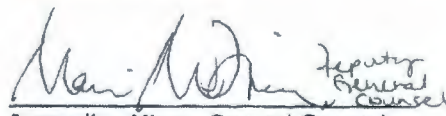

Anthony Smith, PhD, Superintendent


Jody London
President, Board of Education


Edgar Rakestraw
Secretary, Board of Education

File ID Number: 12-1896
Introduction Date: 8-22-12
Enactment Number: 12-2259
Enactment Date: 8/22/12
By OA

Approved As to Form


for Jacqueline Minor, General Counsel

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/eplis/search.do.