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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Jacqueline Minor, General Counsel

Board Meeting Date October 26, 2011

Subject **CONSULTING SERVICES AGREEMENT WITH AMY TAYLOR**

Action Requested Ratification of the consulting services agreement with Amy Taylor

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

Pending approval by the Board of Education of Ms. Taylor's employment contract with the District, Ms. Taylor as a consultant is coordinating the alignment of programs for the District's strategic plan across internal and external institutions and supporting the work of the Deputy Superintendent for Instruction, Leadership and Equity in Action of the District.

Discussion
One paragraph summary of the scope of work.

The consultant agreement covers the term from August 15, 2011 to October 31, 2011. During the term of the agreement, Ms. Taylor will coordinate the alignment of programs for the District's strategic plan across internal and external institutions and support the work of the Deputy Superintendent for Instruction, Leadership and Equity in Action of the District. The compensation during the term of the consulting agreement shall not exceed \$28,000.

Recommendation Ratification of the short term consulting agreement with Ms. Taylor.

Fiscal Impact Funding resource name: GP 60%; Tier III funds 40%, total not to exceed \$28,000 per fiscal year.

Attachment

- Consultant Agreement

AGREEMENT

Between

Oakland Unified School District

And

Amy Taylor for Professional Services

This Agreement, effective as of **August 15, 2011**, is by and between the Oakland Unified School District ("OUSD"), and **Amy Taylor ("Consultant")**.

1. SCOPE OF SERVICES

Consultant will serve as Interim Special Assistant to the Deputy Superintendent for Instruction, Leadership and Equity in Action of the District. In this capacity, Employee shall be responsible for the coordination and alignment of programs for the District's strategic plan across internal and external institutions, as well as other administrative and managerial duties

2. TERMS AND CONDITIONS

2.1 Term of Agreement. The term of this agreement shall be August 15, 2011 to October 31, 2011.

2.2 Fees.

Consultant fees are payable as follows:

Monthly retainer fee of \$10,758 per month, payable to Consultant. Said monthly retainer is inclusive of all fees, expenses and costs, and OUSD shall have no obligation to pay any additional fees or costs to Consultant.

2.3 Notice of Termination. OUSD may at any time terminate this Agreement upon not less forty-five (45) 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. CONSULTANT further agrees to do all other things reasonably necessary to cause an orderly transition of services without detriment to the rights of OUSD.

2.4 Choice of Laws. This Agreement is governed by the laws of the State of California.

2.5 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.

- 2.6 **Conflict of Interest.** CONSULTANT affirms to the best of her knowledge, there exists no actual or potential conflict of interest between CONSULTANT'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.
- 2.7 **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.
- 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.
- 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. CONSULTANT understands and agrees that she is not an officer, employee, agent, partner, or joint venture of OUSD, and is 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. 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 **Copyright/Trademark/Patent/Ownership.** CONSULTANT understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD.
- 3.5 **Confidentiality.** The CONSULTANT 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. 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:

Maria Santos, Deputy Superintendent
Oakland Unified School District
1025 2nd Avenue, Third Floor
Oakland, CA 94606

- b. The District will not pay for amounts not reflected on bills or invoices.

5. MODIFICATION OF AGREEMENT

The parties may amend this Agreement in writing by mutual consent. Changes shall only be effective upon proper Board approval and execution of a duly authorized written amendment to this Agreement.

6. 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.

7. ENTIRE AGREEMENT

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

8. 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.

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

Maria Santos for AS
Anthony Smith, PhD, Superintendent
Oakland Unified School District

A. Taylor
Amy Taylor, Consultant

Federal Employer Number

Jody Linder 10/27/11
President, Board of Education
Oakland Unified School District

Edgar Latorre 10/27/11
Secretary, Board of Education
Oakland Unified School District

Approved As to Form

J. Minor
Jacqueline Minor, General Counsel

File ID Number: 11-2620
Introduction Date: 10-17-11
Enactment Number: 11-2294
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By: AS