

Board Office Use: Legislative File Info.	
File ID Number	16-0596
Introduction Date	3/23/16
Enactment Number	16-0460
Enactment Date	3/23/16 OR



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Dr. Devin Dillon, Chief Academic Officer  
Jacqueline P. Minor, General Counsel

**Board Meeting Date** March 23, 2016

**Subject**

**Action Requested** **Ratification of Agreement with the Council of the Great City Schools**

**Background and Discussion** The Council of Great City Schools has assembled a team of experts who have successfully administered and operated special education programs in other major urban school districts around the country to provide technical support and an evaluation of the District's PEC program. The term of the Agreement is January 1, 2016 to December 30, 2016 at a cost not to exceed \$50,000 during the contract term.

**Recommendation** **Ratification of Agreement with the Council of the Great City Schools**

**Fiscal Impact** Funding resource name: General Purpose

**Attachments**

- Agreement



## CONTRACT JUSTIFICATION FORM

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

**Legislative File ID No.** 16-0596

**Department:** Legal (General Counsel)

**Vendor Name:** Council of Great City Schools

**Contract Term:** Start Date: 01/01/2016 End Date: 12/30/2016

**Annual Cost:** \$ 45,195.00

**Approved by:** Superintendent

**Is Vendor a local Oakland business?** Yes  No

**Why was this Vendor selected?**

Evaluation of special ed program by other special ed experts.

**Summarize the services this Vendor will be providing.**

Evaluation of PEC by special education educators from other urban school districts.

**Was this contract competitively bid?** Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

Comparable to same services for other urban school districts.

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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**OAKLAND UNIFIED SCHOOL DISTRICT**  
Community Schools, Thriving Students

## PROFESSIONAL SERVICES CONTRACT 2015-2016

This Agreement is entered into between **Council of the Great City Schools** (the "Council" or "CONTRACTOR") and the Oakland Unified School District ("OUSD").

1. **Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on January 1, 2016. The work shall be completed no later than December 30, 2016.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed \$50,000. CONTRACTOR will submit one final invoice to OUSD upon the completion of all Services, including a final report. OUSD will pay the invoice within forty-five (45) days following receipt of an accurate invoice with adequate supporting documentation. OUSD may audit, upon reasonable prior written notice, and at its expense, CONTRACTOR's records, which substantiate invoicing for Services.
4. **Travel and Reimbursable Expenses.** CONTRACTOR shall not be entitled to any additional expenses or compensation for travel, travel time, transportation, lodging or food related to the Services provided under this Agreement.
5. **Rights in Data.** "Data" means recorded information, regardless of form or the media on which it may be recorded. OUSD shall have unlimited rights in and to the data collected in the performance of this Agreement. Except as otherwise specifically provided for in this Agreement, the CONTRACTOR shall not use for purposes other than the performance of this contract, nor shall the CONTRACTOR release, reproduce, distribute, or publish any data first produced in the performance of this Agreement, nor authorize others to do so, without written permission of OUSD. The CONTRACTOR must keep all data produced in the performance of the Agreement for a period of three years from date of reporting. This data may include, but is not limited to, reports, computations, preliminary data, records of experiments, etc., to insure that OUSD can fully evaluate the research and to insure that the research was completed and fully reported. CONTRACTOR is prohibited from disseminating personally identifiable information such that the disclosure thereof would violate the right of privacy or publicity of the individual to whom the information relates. The CONTRACTOR agrees that the Services are deemed works made for hire and that all work products thereby created by the CONTRACTOR pursuant to this Agreement shall vest solely in OUSD.
6. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
7. **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:**

Devin Dillon, Chief Academic Officer  
devin.dillon@ousd.org

**CONTRACTOR:**

Michael D. Casserly, Executive Director  
1301 Pennsylvania Avenue, N.W.,  
Suite 702  
Washington, D.C. 20004-1758  
ttrinidad@cgcs.org

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:

- X 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.
- 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.
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.
  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.
  13. **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 controlled substances, alcohol or tobacco on these sites.
  14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. This provision survives termination of this Agreement.
  15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR 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. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
  16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
  17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination.
  18. **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.
  19. **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.

20. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information related to individual student records received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

21. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, 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 without the prior approval of OUSD Human Resources.

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.

22. **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.sam.gov/>).

23. **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.

24. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

25. **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.

26. **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.

27. **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.

28. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

COUNCIL OF THE GREAT CITY SCHOOLS

Devin Dillon

Devin Dillon, Chief Academic Officer

Michael Casserly 3/3/16  
Contractor Signature

MICHAEL D. CASSERLY, EXECUTIVE DIRECTOR

- President, Board of Education
- Superintendent
- Chief or Deputy Chief

[Signature]  
Secretary, Board of Education

File ID Number: 16-0596  
 Introduction Date: 3/23/16  
 Enactment Number: 16-0460  
 Enactment Date: 3/23/16  
 By: aa

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



## **Exhibit A**

### **Scope of Services**

#### **The Work of the Strategic Support Team**

To conduct its work, the Council assembled a team of experts who have successfully administered and operated special education programs in other major urban school districts around the country. These individuals also have firsthand expertise with the Individuals with Disabilities Education Act ("IDEA") and are well versed in best practices in the administration and operation of special education programming. The Council's Strategic Support Team (the Council team or the team) will pursue its charge by conducting interviews and focus groups with district staff members, parents, advocates, and many others. (A list of those interviewed will be presented in the appendices of the report.) In addition, the team will review numerous documents and reports, analyze data, and develop initial recommendations and proposals before finalizing the report. During the week following the conclusion of its site visit, the team will brief the Superintendent on the team's initial conclusions and preliminary recommendations. This approach of providing technical assistance to urban school districts by using senior managers from other urban school systems across the nation is unique to the Council and its members. The organization finds it to be an effective approach for a number of reasons. First, it allows the superintendent and staff members to work with a diverse set of talented, successful practitioners from around the country. The teams comprise a pool of expertise that superintendents and staff can call on for advice as they implement the recommendations, face new challenges, and develop alternative solutions. Second, the recommendations from urban school peers have power because the individuals who developed them have faced many of the same challenges encountered by the district requesting the review. No one can say that these individuals do not know what working in an urban school system is like or that their proposals have not been tested under the most rigorous conditions. Third, using senior urban school managers from other urban school communities is faster and less expensive than retaining large management consulting firms that may have little to no programmatic experience. The learning curve is rapid, and it would be difficult for any school system to buy on the open market the level of expertise offered by these teams.

**Exhibit "B" Budget**

Consultant Fee – for two individuals, includes visit and writing of the report \$ 26,000

Consultant Fee – for editing report \$ 1,500

Airfare for 4 people \$ 2,000

Hotel for 4 people \$ 3,000

Meal and other travel expenses \$ 2,000

Admin Fee (31% of direct expenses) \$ 10,695

TOTAL BUDGET \$ 45,195