

Board Office Use: Legislative File Info.	
File ID Number:	13-2297
Introduction Date:	11/06/2013
Enactment Number:	
Enactment Date:	



Memo

To: Board of Education

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

Board Meeting Date: 11/20/2013

Subject: Professional Service Contract

Contractor: Ronald Williams II of Oakland, CA

Services for: 987-INSURANCE PROGRAM OFFICE

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Ronald Williams II, Oakland, CA, for the latter to provide: The contractor will work with the Department of Risk Management to implement customer service and business process improvements in the areas of Employee Benefits, Environmental Health and Safety, Workers Compensation, and Risk Management Administration. This engagement will include documenting all departmental business processes and translating those into the practical implementation of a web-based customer service platform. for the period of 07/01/2013 through 06/30/2014 in an amount not to exceed \$78,660.00.

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

Providing Professional Services for Risk Management.

Discussion:
(QUANTIFY what is being purchased.)

The contractor will work with the Department of Risk Management to implement customer service and business process improvements in the areas of Employee Benefits, Environmental Health and Safety, Workers Compensation, and Risk Management Administration. This engagement will include documenting all departmental business processes and translating those into the practical implementation of a web-based customer service platform.

Board Office Use: Legislative File Info.	
File ID Number:	13-2297
Introduction Date:	11/06/2013
Enactment Number:	
Enactment Date:	



Fiscal Impact: Funding resources below not to exceed \$78,660.00
\$82,800.00 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)

Board Office Use: Legislative File Info.	
File ID Number	13-2297
Introduction Date	11/06/2013
Enactment Number	
Enactment Date	



OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between Ronald Williams II
(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 07/01/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400.00, whichever is later. The work shall be completed no later than 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Seventy Eight Thousand Six Hundred and Sixty Dollars (\$78,660.00) [per fiscal year], at an hourly billing rate not to exceed \$95.00 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: JERRY JOHNSON
Site /Dept.: 987-INSURANCE PROGRAM OFFICE
Address: 1000 Broadway Street, Ste. 300
Oakland, CA 94607
Phone: 510-879-1612

CONTRACTOR:

Name: Ronald Williams II
Title: Owner
Address: 8031 Surrey Lane
Oakland, CA 94605
Phone: (510) 761-7329

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

GARY YEE

 President, Board of Education
 Superintendent or Designee

08/26/2013

Date

Secretary, Board of Education

Date

CONTRACTOR

Ronald Williams II

Contractor eSignature

08/26/2013

Date

Ronald Williams II, Owner

Print Name, Title

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

Scope of Work is Attached

General Scope of Services:

- The contractor will work with the Department of Risk Management to implement customer service and business process improvements in the areas of Employee Benefits, Environmental Health and Safety, Workers Compensation, and Risk Management Administration.

Specific Duties and Deliverables:

- Documenting all departmental and sub-departmental business processes.
- Translating business processes into practical implementation with a web-based customer service platform.

ContractsOnline: Contract Waiver Summary

Site Number-Name: 987-INSURANCE PROGRAM OFFICE

Principal / Department Head: JERRY JOHNSON

Contractor Name: Ronald Williams II

Business Name: Ronald Williams II

Contract Type: Standard

Anticipated Start Date: 07/01/2013

Contract End Date: 06/30/2014

Rate Type: HOURLY

Contract Amount: \$78,660.00

Applicable Waivers

Approved by Risk Management

Insurance-Reduction Waiver Status: WAIVED

Waiver-Reduction Type: WAIVED

Other Reduction Amount:

Approval Date: 08/16/2013

Approved by Deputy Superintendent

Billing Waiver Status: NA

Approval Date:

Fingerprint Waiver Status: Approved

Approval Date: 08/22/2013

TB Test Waiver Status: Approved

Approval Date: 08/22/2013

Ronald Williams II, Ph.D.

ronaldcwilliams@gmail.com

(510) 761-5329

3700 Madrone Avenue
Oakland, California 94619

WORK EXPERIENCE

Consultant, Oakland Unified School District (OUSD), (Oakland, CA)—September 2009-To Date

As a consultant, I play a key role in OUSD's ongoing effort to improve its reputation in finance and operations as mandated by the State of California. My specific area is OUSD's nearly \$800 million portfolio of capital assets. This includes all real and personal property located at 114 school sites and offices. Under the general direction of the Deputy Superintendent for Business and Operations, I coordinate the activities and personnel in several departments and offices that are important to this critical area of OUSD's financial records. I convene and facilitate regular meetings with representatives from the departments of accounting, procurement and distribution services, state and federal compliance, buildings and grounds, school construction, and the office of the associate superintendent for facilities planning and management. My work at OUSD is centered on four primary objectives. First, to resolve a seven-year-old audit finding that OUSD's capital asset records were incomplete and inaccurate. Second, to engineer a capital assets management system that will enable OUSD to report annually on the individual and cumulative values of its portfolio of land, land improvements, buildings, machinery and equipment. Third, to ensure that OUSD's process for procuring equipment with federal funds complies with the guidelines established by the Office of Management and Budget. Fourth, to develop policies and procedures that enable OUSD to demonstrate its capacity to be a responsible steward of public assets entrusted to its care.

Key Accomplishments

- Conducted a thorough review of OUSD's policies and procedures governing the acquisition, distribution, disposition, and reporting on capital assets.
- Coordinated the comprehensive inventory, valuation, and tagging of all real and personal property owned by OUSD.
- Worked with several departments to develop a plan to utilize available technologies to track capital assets including transitioning from paper records to the district's financial management software IFAS (Integrated Financial and Administrative Solution).
- Worked with the division of human resources to develop protocols for the use of OUSD-owned equipment by employees.
- Made recommendations to senior management and governing board for modifications to relevant policies and procedures to ensure compliance with the California Education Code and the requirements prescribed by the Office of Management and Budget.
- Made recommendations to the senior management for the allocation of human resources to support OUSD's ongoing efforts to manage and report on its capital assets in accordance with state and federal regulations.

Program Director and Consultant, California Association of Student Councils (Oakland, CA)—August 1995-To Date

As a Program Director, I have assumed numerous roles with the California Association of Student Councils (CASC). These roles have included serving as the assistant director and director of the organization's summer leadership conferences for five years (2004-2009) and serving as a member of the board of directors for three years (2005-2008). As a consultant, I have served as a facilitator for numerous organizations including the American Society of Plastic Surgeons and Miles and Associates International (Johannesburg, South Africa). It is also with CASC that I learned and utilized my skills in strategic planning; leading organizational development workshops for schools and organizations throughout California.

Research Associate, American Political Science Association (Washington, DC)—June 2005 to August 2005

As a Research Associate, I provided support to the Committee on the Status of Minorities in Political Science. This included preparing supporting information/documents for two grant proposals focused on addressing the status and representation of minorities and women in the political science; authoring literature reviews; and preparing quantitative analyses. I also worked with senior staff in identifying and analyzing demographic data on political science faculty and graduate student enrollments and assisted in the collection of data for the association's annual survey of more than 700 academic departments at universities in the U.S.

Research Associate, Florida Legislature

Office of Program Policy Analysis and Government Accountability (Tallahassee, FL)—May 2004 to August 2004

As a Research Associate, I was a member of the education policy team and the general government policy team. With the education policy team, I co-authored a comprehensive statewide review of all charter schools in Florida. My contributions to this endeavor included collecting, organizing, and analyzing annual portfolios from charter schools in preparation for team meetings. As part of the general government policy team, I co-authored the periodic (18-month) progress report on the Florida Department of State's Division of Cultural Affairs and Historical Resources. My contributions to this project included conducting interviews with relevant staff from the division of Cultural Affairs and Historical Resources as well analyzing relevant documents. This data served as the basis upon which we recommended several organizational changes.

**Program Assistant, Office of Student Life and Development
Interim Coordinator, Cross-Cultural Center
San Diego State University (San Diego, CA)—July 2002 to July 2003**

As Program Assistant at the Office of Student Life and Development, I was responsible for facilitating regular meetings with representatives from multiple departments within the Division of Student Affairs to discuss and develop campus policies concerning various aspects of the university's student life program. I was also instrumental in coordinating the evaluation of departmental programs, conferences, and annual events for the Office of Student Life. As interim coordinator of the university's Cross-Cultural Center, I was responsible for all of the administrative and operational functions of the center. This included supervising the work of five part-time student employees (including three undergraduates and two graduate assistants); processing part-time payroll and invoices; and preparing and managing the unit's \$147,000 operating budget. I also coordinated special events including, among other things, guest lectures, banquets, receptions, and book signings, etc. and staffed departmental search committees.

EDUCATION

Ph.D., University of California, Berkeley, 2011
M.A., University of California, Berkeley, 2007
M.A., Howard University, 2005
B.A., San Diego State University, 2003

NON-PROFIT BOARD EXPERIENCE

Clausen House, 2008-2010
National Council for Black Studies, 2005-2008
California Association of Student Councils, 2005-2008
San Diego State University Research Foundation, 2001-2002
California State Student Association, 2001-2002
The Campanile Foundation, 2001-2002
Associated Students of San Diego State University, Inc., (Member, Vice President, and President), 1999-2002
Aztec Shops, Ltd., (Member, Vice Chair, and Chair), 1998-2002
Oakland Board of Education, (Student Member), 1996-1997

SELECTED HONORS AND AWARDS

Dean's Normative Time Fellowship, Graduate Division, University of California, Berkeley, 2008
Honorable Mention, Ford Foundation Pre-doctoral Fellowship Competition, 2007
Chancellor's Fellowship for Graduate Study, University of California, Berkeley, 2005-2010
Departmental Fellowship, Howard University, Department of Political Science, 2004-2005
Pi Sigma Alpha, National Political Science Honor Society, 2002
The Chair's Award, California State Student Association, 2002
Quest for the Best, Vice Presidential Student Service Award, San Diego State University, 2001