

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	12-2700
Introduction Date	11/14/12
Enactment Number	
Enactment Date	



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent  
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date  
(To be completed by Procurement) *November 14, 2012*

Subject Professional Services Contract - Cooperative Personnel Services dba CPS-HR Consulting (contractor) - 922/Family, Schools, and Community Partnerships Department (site/department)

**Action Requested** Ratification of a Professional Services Contract between Oakland Unified School District and Cooperative Personnel Services dba CPS-HR Consulting. Services to be primarily provided to Family, Schools, and Community Partnerships Department for the period of August 24, 2012 through February 28, 2013.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.* The Family, Schools, and Community Partnerships (FSCP) department was created in 2011 as a merger of two previously existing departments to more fully support the model of Full Service Community Schools for OUSD. This project seeks to assist FSCP to clarify vision, strategy, expectations, organizational structures, processes, and communication paths to support the new organization.

**Discussion**  
*One paragraph summary of the scope of work.* Ratification by the Board of Education of a Professional Services Contract between District and Cooperative Personnel Services dba CPS HR Consulting, Sacramento, CA, for the latter to provide professional development for a Refinement of Work Plan for Vision and Organizational Alignment Blueprint by providing a vision and strategy map that will help communicate both the vision and the journey forward in a way that engages and enrolls stakeholders; provide a report and analysis of data collection via written survey and focus groups which leads to identification and gap analysis of competencies, infrastructure and processes needed to support vision and strategies for the Family, Schools, and Community Partnerships Department for the period of August 24, 2012 through February 28, 2013, in an amount not to exceed \$40,000.00.

**Recommendation** Ratification of a Professional Service Contract between Oakland Unified School District and Cooperative Personnel Services dba CPS HR Consulting. Services to be primarily provided to 922/Family, Schools, and Community Partnerships Department for the period of August 24, 2012 through February 28, 2013.

**Fiscal Impact** Funding resource name (please spell out): 9159/Strategic Restructuring and 0000/General Purpose Funding in an amount not to exceed \$40,000.00.

**Attachments**

- Professional Services Contract
- Certificate of Insurance
- CPS HR-Consulting Proposal with Scope of Work
- Statement of qualifications
- Copy of approved Grant, The David and Lucille Packard Foundation

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OAKLAND UNIFIED SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Cooperative Personnel Services dba CPS HR Co (CONTRACTOR). 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:

1. **Services:** The 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 08/24/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 02/28/2013.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Forty Thousand Dollars (\$40,000 00). 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: N/A

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the 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.

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
  1. Individual consultants:
    - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
    - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
    - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
  2. Agencies or organizations:
    - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A which shall not exceed a total cost of \$ \_\_\_\_\_.
6. **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.

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:

Professional Services Contract

**OUSD Representative:**

Name: Curtiss Sarikey  
Site /Dept.: 922/Family, Schools, and Community Partnerships D  
Address: 746 Grand Avenue  
Oakland, CA 94610  
Phone: (510) 273-1512

**CONTRACTOR:**

Name: Linda Kegerreis  
Title: Chief Workforce Officer  
Address: 241 Lathrop Way  
Sacramento CA 95815  
Phone: (916) 471-3363

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. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

**8. 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.

- 1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
- 2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
  - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
  - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

9. **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.

**10. Insurance:**

- 1. 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.

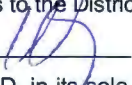
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence 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.
- 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.

11. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-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.
14. **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.
15. **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. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **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.
17. **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.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
  1. **Tuberculosis Screening**
  2. **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.  
Contractor initial: 
20. **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.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

- 22. **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.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information 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.
- 24. **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.
- 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. **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.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District'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.
- 28. **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.
- 29. **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.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant 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/eplsearch.do>)

**Summary of terms and compensation:**

Anticipated start date: 08/24/2012 Work shall be completed by: 02/28/2013 Total Fee: \$ 40,000.00

**OAKLAND UNIFIED SCHOOL DISTRICT**

Maria Santos  
 President, Board of Education  
 Superintendent or Designee

\_\_\_\_\_  
Secretary, Board of Education

10-12-12  
Date

\_\_\_\_\_  
Date

**CONTRACTOR**

[Signature]  
Contractor Signature

Linda Kegerreis  
Print Name, Title

10-24-12  
Date

\_\_\_\_\_  
Chief Workforce Officer

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Ratification by the Board of Education of a Professional Services Contract between District and Cooperative Personnel Services dba CPS HR Consulting, Sacramento, CA, for the latter to provide professional development for a Refinement of Work Plan for Vision and Organizational Alignment Blueprint by providing a vision and strategy map that will help communicate both the vision and the journey forward in a way that engages and enrolls stakeholders; provide a report and analysis of data collection via written survey and focus groups which leads to identification and gap analysis of competencies, infrastructure and processes needed to support vision and strategies for the Family, Schools, and Community Partnerships Department for the period of August 24, 2012 through February 28, 2013, in an amount not to exceed \$40,000.00.

SCOPE OF WORK

Cooperative Personnel Services dba CPS HI will provide a maximum of 0.00 hours of services at a rate of \$ 0.00 per hour for a total not to exceed \$40,000.00. Services are anticipated to begin on 08/24/2012 and end on 02/28/2013.

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.

Refinement of Work Plan for Vision and Organizational Alignment Blueprint.

Phase 1 Deliverable: A vision and strategy map for the FSCP department that will help communicate both the vision and the journey forward in a way that engages and enrolls stakeholders.

Phase 2 Deliverables: Report and analysis of data collection via written survey and focus groups which leads to identification and gap analysis of competencies, infrastructure and processes needed to support vision and strategies defined in Phase 1.

Services to be provided on a fixed fee basis of \$40,000.00. Invoices will be submitted upon each phase completion.

CPS is a Public Agency as defined by state law. As such, it is subject to the California Public Records Act (GOVT. CODE 6250-6276.48). Confidentiality of work products under this contract will be maintained to the full extent of the law.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

The Family, Schools, and Community Partnerships (FSCP) department was created in 2011 as a merger of two previously existing departments to more fully support the model of Full Service Community Schools for OUSD. This project seeks to assist FSCP to clarify vision, strategy, expectations, organizational structures, processes, and communication paths to support the new organization.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

**4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)**

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: \_\_\_\_\_
- Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
  2. Meeting announcement for meeting in which the SPSA modification was approved.
  3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
  4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

# Consultant Fingerprint/Criminal Background Check Waiver Request

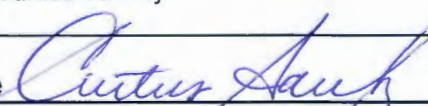
**Directions**

The District requires that all contractors who will have contact with students complete a Fingerprint/Criminal Background Check through OUSD. The OUSD Administrator can request that this requirement is waived for consultants who will never interact with students. Fingerprint waivers require Cabinet level approval (Deputy Superintendent/Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to resubmit the packet with documentation verifying that the consultant has completed this requirement.

Contractor Name	Cooperative Personnel Services dba CPS HR-Consulting		
Originator Name	Curtiss Sarikey, Associate Superintendent	Site or Department	922/Family, Schools & Community P
Which sites or locations will the contractor be working at?	Consultant will be working remotely and conference calls.		
<b>TB Clearance Requirement</b>			
<i>Proof of negative TB status is required for all consultants who will be working with OUSD students or staff. TB clearance waivers are only granted if the contractor will be working remotely or the contractor is a one time speaker with less than 6 hours of contact with OUSD employees.</i>			
<b>How is this contractor going to meet the TB clearance requirement?</b>			
TB Waiver requested <input checked="" type="checkbox"/>		Proof of TB clearance is in the contract packet <input type="checkbox"/>	

**[TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.]**

CONTRACTOR's employees will have only limited contact, if any, with OUSD pupils and OUSD will take appropriate steps to protect the safety of any pupils that may come in contact with CONTRACTOR's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CONTRACTOR for the services under this Agreement. As an authorized OUSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of OUSD. (Education Code § 45125.1 (c))

OUSD Representative's Name	Curtiss Sarikey	Title Associate Superintendent, FSCP
OUSD Representative's Signature		Date 10/5/12

<b>Approval Cabinet Level approval required (Deputy Superintendent/Superintendent)</b>	
Approver Name <i>Maria Santos</i>	Title <i>Dept. Superintendent</i>
Approver Signature <i>Maria Santos</i>	Date <i>10-12-12</i>
Reason for Approval:	



Revised April 12, 2012

REVISED  
Oakland Unified School District  
Vision & Engagement for FSCP +  
an Organizational Alignment  
Blueprint  
REVISED

SUBMITTED BY:

CONNIE CHAMPNOISE  
*Director*

CPS HR Consulting  
241 Lathrop Way  
Sacramento, CA 95815  
t: 916-471-3305 f: 916-561-8446  
Tax ID: 68-0067209  
[www.cps.ca.gov](http://www.cps.ca.gov)



April 12, 2012

Curtiss Sarikey  
Associate Superintendent  
Oakland Unified School District  
495 Jones Avenue  
Oakland, CA 94603

Sent via email to: [curtiss.sarikey@ousd.k12.ca.us](mailto:curtiss.sarikey@ousd.k12.ca.us)

Dear Mr. Sarikey:

CPS HR Consulting (CPS HR) is pleased to have the opportunity to re-submit a proposal to assist the **Oakland Unified School District** (the "District") with a Vision and Engagement Process and Organizational Alignment Blueprint for the Family, Schools and Community Partnerships department (FSCP). Augmenting CPS HR to develop and communicate a vision and plan for the FSCP Department will be The Grove Consultants International. Working together as an integrated team, we stand ready to support the Department's efforts to clearly define the vision of the FSCP department and align the departmental structure and workforce to best support that vision.

Headquartered in Sacramento, California, CPS HR also has an East Coast regional office in Bethesda, MD. Our headquarters' address is 241 Lathrop Way, Sacramento, CA 95815. Our main office may be reached at 916-263-3600 or toll-free at 800-822-4277. I, Connie Champnoise, am the primary contact person for this proposal. I may be reached directly at 916-471-3305, via fax at 916-561-8446 or through e-mail at [cchampnoise@cps.ca.gov](mailto:cchampnoise@cps.ca.gov).

On the following pages, we outline our understanding of the project scope of work and present a detailed work plan describing the specific tasks involved in this project, and an associated project budget. If needed, our approach and methodology can be further tailored to fit the District's needs and objectives.

Again, thank you for the opportunity to be considered for this assignment. Our proposal will remain valid for a period of ninety (90) days following April 15, 2012. Should you have questions or comments about the information presented in this proposal, please do not hesitate to contact me.

Sincerely,



Connie Champnoise  
Director

# Table of Contents

Introduction .....	1
Project Team – CPS & The Grove .....	3
Project Approach/Methodology .....	4
Project Team Resumes .....	8
Project Schedule.....	14
Project Cost .....	15

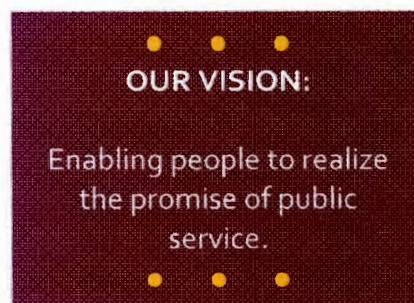


# Introduction

CPS HR Consulting is an innovative, client-centered human resources and management consulting firm specializing in solving the unique problems and challenges faced by government and non-profit agencies. As a self-supporting public agency, we understand the needs of public sector clients and have served as a trusted advisor to our clients for more than 25 years. The distinctive mission of CPS HR is to transform human resource management in the public sector.

With more than 80 full-time employees and more than 200 project consultants and technical experts nationwide, CPS HR delivers breakthrough solutions that dramatically transform public sector organizations to positively impact the communities they serve. By establishing centers of excellence and communities of practice, we provide your organization with the latest knowledge and the expertise to put that knowledge into action. With offices in Sacramento, CA and Bethesda, MD, and partners throughout the country, our clients draw experience

from a powerful national network. CPS HR offers clients a comprehensive range of competitively priced services, all of which can be customized to meet your organization's specific needs. We are committed to supporting and developing strategic organizational leadership and human resource management in the public sector.



## **CPS HR Consulting's primary services include:**

- Recruitment and Selection
  - Recruitment and Staffing Strategy
  - Job Analysis
  - Develop/Deliver Assessment Services
  - Test Development and Administration
  - Executive Recruitment
- Talent Management
  - Competency Modeling
  - Workforce and Succession Planning
  - HR Process Reengineering
  - Organizational Assessment, Design and Development
  - Performance Management
  - Employee Engagement
  - Employee Relations

- Classification, Compensation and Total Rewards
  - Position Classification
  - Job Evaluation
  - Compensation
  - Awards, Pay for Performance, Merit Pay
- Training and Development
  - Organizational Needs Assessment or Training Strategy
  - Organizational Training Programs
  - Coaching and Coaching Programs
  - Mentoring and Mentoring Programs
  - Training Courses (off the shelf, or custom)
  - Leadership Development
  - Facilitation

As a California Joint Powers Agency, CPS HR has an eleven member Board of Directors representing various public sector agencies and levels of government. Three of the eleven members are educational institutions – Hayward Unified School District, City University of New York and Montgomery College (Maryland).

CPS HR knows that quality services, impeccable deliverables and the resultant client satisfaction are all factors that keep our clients coming back for more. While we welcome the opportunity to work with our current and potential clients on a specific project, our long term goal is to build strong and collaborative partnerships with all of our clients. In essence, we do not want to “walk away” at the end of an engagement, but instead, strive to foster and build ongoing relationships with the agencies we serve.



## **Project Team – CPS & The Grove**

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CPS HR is committed to meeting the highest professional standards of quality and has assembled a uniquely qualified team of professionals to serve the District. For this engagement CPS HR Consulting will be partnering with The Grove Consultants International to perform the initial steps of the project. The Grove is a San Francisco-based consultancy and publisher that offers services and tools to help organizations, teams, and individuals successfully envision and implement change. Founded in 1977 by The Grove president and organizational consultant David Sibbet, The Grove has helped a range of clients, from Fortune 500 businesses to nonprofit organizations, meet a diverse set of organizational challenges and achieve their goals.

The Grove's approach to planning and organization change is a unique combination of expert facilitation and panoramic visualization. Its consultants use Graphic Guides® templates and other highly customizable tools and processes to generate dialogue, create alignment, articulate a vision, and catalyze action. Using facilitation skills, creativity, and high-impact graphic tools, The Grove helps clients see the big picture and move toward their desired future.

This project will be led by co-Project Managers Judy Capaul from CPS HR Consulting and Tomi Nagai-Rothe from The Grove Consultants. Project Managers involve themselves directly in preparing and submitting project deliverables. No documents or materials of any kind are delivered to the client without the Project Managers' review and approval.



## Project Approach/Methodology

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It is our understanding that the Family, Schools and Community Partnerships (FSCP) department was recently created as a merger of two previously existing departments. This merger was implemented to more fully support the model of Full Service Community Schools for OUSD. In this model, schools act as a hub of the community by connecting with local partners to help provide academic, social and health services for students, their family members and the broader community.

Whenever two organizational units merge, there is a need to create or clarify vision, expectations, organizational structures, processes, and communication paths. Managing this change (and the organizational culture shifts that may accompany it) is the key to achieving successful outcomes. The FSCP department desires assistance to clarify its vision and identify strategies to align its organizational structure, systems, workgroups and communication methods around its vision to support the Full Service Community Schools (FSCS) model.

This proposal combines the expertise of The Grove and CPS HR Consulting to partially address those needs. First The Grove will collaborate with the FSCP department to develop a vision and high level strategies that will help manifest and support the FSCS model. Following The Grove's visioning and planning process, CPS will use the information generated by The Grove and the FSCP Department to create a blueprint that may be used by FSCP to align their staff around the vision. Often great ideas or new initiatives founder in organizations because the staff is not engaged or aligned with the vision or do not have the competencies needed to reach the vision. The blueprint will provide an outline of steps and a model that the FSCP Department may use to address staffing alignment and define a structure that will best position the department for successful outcomes. It will be built on three principles that have been used successfully with other clients:

- **Transparency** – Successful agencies communicate all aspects of the path to their vision throughout their organization, including: the organization's strategic goals; how the workforce is critical to meeting the organization's goals and initiatives; and how workforce management and strategic planning are linked.
- **Engagement** – Staff at all levels of the organization understand and actively contribute to working toward the vision – this includes frontline staff and frontline supervisors, union representatives, finance, IT and human resources (HR). Building buy-in ensures the products developed will support the leadership team goals in ways that are meaningful to the frontline staff.
- **Sustainability** – Building organizational capacity to reach a vision requires that workforce management be integrated into the organization's strategic management process.

The first step will be to develop a vision and high level strategies for the FSCP department. The deliverables will be:

- Bringing together a steering committee to develop a visioning and planning process for the department.
- Creating a vision and strategy map that will help communicate both the vision and the journey forward in a way that engages and enrolls stakeholders.
- Developing internal capacity to do similar work in the future.
- A management report presenting a blueprint and recommendations to be used by FSCP to develop an internal infrastructure that will facilitate the department's capability to achieve the vision.

To accomplish the above, we recommend the following work plan:

1. **Collaborative design** with a steering committee including:
  - A 2.5 hour face-to-face meeting with a design team of three to five department staff, including Curtiss Sarikey, to plan the one day visioning session
  - Two Skype or web meetings (up to 1.5 hours each) with the design team to review preparations and fine tune the agenda.
  - Pre-meeting work by The Grove to organize content about the current environment in which the department operates.
2. A one day meeting to develop a **Vision and Strategy Storymap**
  - Design and graphic facilitation with department and other district leaders (25 to 30 participants) to develop the first draft vision and strategies for FSCP in the context of the district strategic plan ("the triangle"). This will include a brief review of the current environment and a look at strengths, problems, opportunities and threats.
3. **Design and Production** (including two review cycles) of a wall-sized vision and Strategy Storymap (approximately 4 ft x 12 ft) and an electronic file.
4. Design of an **Engagement Process** for future use by department managers
  - Consult with the steering committee to design an engagement process for use by department managers
  - Design of a one hour engagement meeting that department managers could use to involve the rest of the department's staff in the vision and strategies.
  - Design and production of a one-page instructional sheet to help managers run the above meeting.
  - Production of smaller wall-sized Storymaps for the engagement meetings, along with 150 – 11 inch x 17 inch handouts – one for each member of the department.
5. A half-day **Orientation Session** for department managers.
  - Consult with the steering committee to design an orientation to tools and process used for Engagement.



- Graphic facilitation of a half-day session with department leaders to review and practice the engagement meeting process (with an orientation to the visual tools).
6. CPS HR will create a management report presenting an **Organizational Alignment Blueprint and Recommendations**. The basis for the recommendations will be:
- Information gleaned from the prior Vision and Engagement strategy sessions conducted by The Grove.
  - After consultation with the steering committee to identify successful FSCS Districts, CPS will conduct telephone interviews with up to five successful Districts to determine what organizational structure, communication systems and/or staff competencies help promote success.
  - In-person or telephone interviews of up to five District and/or Departmental staff with knowledge of internal processes or systems that might require change (chosen with recommendation of the Associate Superintendent and/or steering committee).
- The blueprint and recommendations will include:
- A review of the current organizational structures compared to the desired changes identified in the visioning and strategies sessions and the internal and external interviews.
  - An analysis and prioritization of the most critical “gaps” between current organizational structures (e.g., departmental organization recommendations, inter and intra-departmental communication/collaboration needs, etc.)
  - Recommendations on next steps the department might take to identify strategies to close the gaps.
  - Lessons learned relating to organizational structure from other FSCS Districts.
7. Two-hour meetings for a **Progress Check** and fine tuning at three and six months after final report.

As mentioned above, a guiding principle shared by The Grove and CPS HR is that we strive to ensure our work is sustainable. As a value added element, The Grove and CPS suggest the FSCP Department identify at least one or two employees to shadow the consultants and assist with both the meeting design and facilitation, and the development of the vision/process map. This will help embed these skills within the District for future use and enhance employee engagement in the vision and process. In addition, CPS HR will share with the FSCP Department a model that assesses broader workforce needs and examples of how that model has been applied in other public agencies.

The chart below identifies the team members leading key tasks.

**Project Team Responsibilities**

Key Tasks	Lead Team Members
1. Collaborative Design	Tomi Nagai-Rothe Kayla Kirsch
2. Vision and Strategy Storymap	Tomi Nagai-Rothe Kayla Kirsch
3. Delivery of Storymap	Tomi Nagai-Rothe Kayla Kirsch
4. Design Engagement Process	Tomi Nagai-Rothe Kayla Kirsch
5. Orientation Session	Tomi Nagai-Rothe Kayla Kirsch
6. Blueprint and Recommendations Report	Judy Capaul
7. Progress checks at three and six months	Judy Capaul



# Project Team Resumes

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## Judy Capaul

### Profile

Ms. Capaul has 30 years of experience as a generalist and manager in human resources in public utilities, the California court system and human resource consulting for public sector and non-profit clients. Specialties include change management, workforce planning, performance management, recruitment and selection, employment law training and leadership training.

### Employment History

- Senior Consultant, CPS HR Consulting
- Managing Consultant, CPS HR Consulting
- Human Resources Manager, Sacramento Public Library
- Administrative Services Officer in Human Resources and Organizational Planning & Development, Sacramento Superior Court
- Manager of Recruitment and Selection, Sacramento Municipal Utility District (SMUD)
- Consultant, Selection Consulting Center

### Professional Experience

- Member of the change management project team during the consolidation of the Sacramento Superior and Municipal Courts. Chaired and facilitated employee involvement team with the goal of improving job satisfaction during court consolidation.
- Facilitated the design and development and provided ongoing coordination of the Sacramento Superior Court's employee mentor program for job enrichment and career development.
- Assisted in the implementation of the performance management portion of SMUD's pay-for-performance system for approximately 750 professional and management employees. Responsibilities included supervisory training, constructing and analyzing employee surveys, recommending program revisions to executive management, and implementing program modifications.
- Manage the Merit Systems Services contract for CPS, providing classification, recruitment and selection services to 30 counties throughout California.
- Designed, developed and conducted employee training in various management topics including sexual harassment prevention, workplace diversity, interviewing skills and performance management, as well as technical HR topics.
- Qualified as an instructor for William Bridges' Organizational Transition courses and Achieve Global (Zenger Miller's) Leadership 2000 courses

### Education

- MS Industrial and Organizational Psychology, San Diego State University.

### **Professional Certifications and Affiliations**

- Certified as a Professional by the International Public Management Association – Human Resources (IPMA- CP)
- Certified as a Senior Professional in Human Resources by the Society of Human Resource Management, Life Membership bestowed June 1997 (SPHR)
- Qualified as instructor of Managing Organizational Transition and Managing Individual Transition by William Bridges and Associates
- Member of International Public Management Association-HR and American Society for Training and Development, National and Sacramento chapters

### **Presentations and Publications**

- Frequent conference speaker on HR topics such as Workforce Planning, Succession Planning, HR Metrics, Recruiting and Retaining the Next Generation
- Regional trainer for the IPMA-HR Competency Model
- Pass Point Considerations, co-authored with William Donnoe, WRIPAC Monograph, 1992

## **Tomi Nagai-Rothe**

### **Profile**

Tomi Nagai-Rothe, a Senior Consultant for The Grove Consultants, has fifteen years of experience in both private and public-benefit organizations. She draws on group process, graphic facilitation and visual-design skills in her consulting practice, and teaches The Grove’s methodology to individuals and groups. Currently, she is developing culturally sensitive ways to help groups capture their own ideas and images. Tomi joined The Grove Consultants International in 1988.

Tomi is often called on to lead strategic multi-stakeholder meetings for clients who need a big-picture view of their field. She uses large-scale graphics that enable groups to literally see what they mean. Tomi is particularly interested in the intersection between personal, organizational and social change. She strongly believes that leaders can make the biggest difference by aligning their personal vision with an organization’s vision and social mission. Her aspiration as a teacher and workshop leader is to model servant leadership and the creation of work environments that foster peace in dynamic balance. She is currently developing culturally sensitive ways to let groups capture their own ideas and images.

### **Clients**

Tomi has designed and facilitated meetings for Hewlett-Packard, Genomic Health and NRT, as well as the University of California–San Francisco, Duke University and the University of Michigan. Her work with environmental organizations includes The Natural Step, Urban Habitat, and the Farallones Marine Sanctuary Association.

Tomi regularly works in health care and with the cancer-treatment community. Her clients include the Tides Foundation Community Clinics Initiative, the California Health Care Foundation, the National Cancer Institute, the National Breast Cancer Coalition, and the National Coalition for Cancer Survivorship.

She has led strategic-visioning sessions for the Gila River Indian Community, the Colorado River Indian Tribes (Poston Restoration Project), and the Office of Indian Education Programs (Bureau of Indian Affairs).

### **Professional Experience**

- **Poston Restoration Project:** Western Arizona is home to the Colorado River Indian Tribes (CRIT) and Poston, one of ten World War II internment camps for Japanese Americans. In 2003, the project brought together twenty-five people—CRIT members, former detainees and their families, educators and historians—who met on the CRIT Reservation to envision an educational tourist destination on the Poston site, one of two located on Indian reservations. A three-day strategic visioning session facilitated by Tomi resulted in a shared vision of a proposed interpretive center and the restoration of buildings to tell the combined story of the Colorado River Indians and the interned Japanese Americans.
- **Genomic Health, Inc.:** Genomic Health, a life-science company located in Redwood City, California, specializes in genomic diagnostics. Company leaders gathered in 2007 to

imagine the company in ten years and to sketch out a product life-cycle plan. The one-day meeting, facilitated by Tomi, resulted in a product portfolio and lifecycle plan with milestones and a completion process agreed upon by everyone in attendance.

- **Free to Grow:** In 2006, Free to Grow, a personal-development training company near Cape Town, South Africa, asked The Grove to train its workshop leaders and clients in graphic facilitation. The company focuses on entry-level workers whose families have been historically disadvantaged and who struggle in the workplace due to low self-esteem and the need for greater job skills. Two Principles of Graphic Facilitation workshops led by Tomi (and assisted by Kara Nichols) taught The Grove methodology to fifty trainers, consultants and HR professionals, who are now using graphic facilitation in corporate and community settings.

### **Education**

- Bachelor's Degree in East Asian studies, Oberlin College
- Bachelor's Degree in creative writing, Oberlin College

### **Professional Certifications and Affiliations**

- Internationally certified instructor of Shintaido, a spiritual martial arts form developed in Japan, at the second-degree black belt level.

### **Publications**

*Global work: Bridging Distance, Culture & Time, by Mary O'Hara-Devereaux & Robert Johansen (Jossey-Bass, 1994)*

*Graphic Language Practice Book, the Visual Planning Systems™ Leader's Guides*

*The Personal Compass, all published by The Grove*

## Kayla Kirsch

### Profile

Senior Associate for The Grove Consultants with over 20 years assisting in the growth of nonprofit and public sector organizations. Kayla has strong organizational development skills, especially strategic visioning and planning, restructuring, and board/staff development. She is an excellent process designer and graphic facilitator. She is seasoned in working collaboratively with diverse groups. She is a dynamic workshop leader.

### Employment

- Senior Associate, The Grove Consultants
- President of Leapfrog Consulting, Oakland, CA

### Professional Experience

- Senior consultant for strategic visioning and planning, collaborative meetings and retreats, multicultural board and staff development, using creative interdisciplinary approach. 1996-2001: Director of Public Sector Consulting, The Grove Consultants International, San Francisco, CA
- Senior consultant to public sector organizations in healthcare, education, and community groups. Became skilled in graphic facilitation and design. Co-developed Strategic Visioning™ line of products and Train-the-trainer Guides. Lead trainer for Strategic Visioning workshops.

### Education

- M.S. Organizational Behavior, CA School of Professional Psychology
- B.A. Education/Women's Studies, Amherst College/University of Massachusetts

### Other Trainings, Affiliations, Awards

- Senior Trainer for The Grove's Strategic Visioning, Principles of Graphic Facilitation, Team Performance workshops
- Conflict Resolution Training, The Ombudsman Institute
- Beyond Diversity: De-Institutionalizing Racism in Schools
- Creative Artist Fellowship, awarded by the City of Oakland
- Robert F. Kennedy Fellowship for one year study of innovative K-12 schools in USA

### Partial Client List

Alameda County Office of Education  
Alameda County Department of Public Health  
American Academy of Pediatrics (Chapter 1)  
BEAT IS (Bringing Education and Arts Together  
in Schools)  
Berkeley Policy Associates  
Breast Cancer Action

Cal-State Monterey Bay  
California Adult Immunization Coalition  
California Department of Education  
California School Leadership Academy  
Contra Costa Office of Education  
California Department of Health Services  
California HealthCare Foundation

Center for Genome Ethics, Law, and Policy,  
Duke University  
City of Oakland Department of Human Services  
City of Dublin  
Coastside Collaborative for Children, Youth,  
and Families  
Congressionally Directed Medical Research  
Program  
David and Lucile Packard Foundation  
Earth Island Institute  
East Bay Community Law Center  
First Republic Bank  
Ford Foundation  
Gila River Tribal Community  
Health and Education Communication  
Consultants  
Healthy Kids Resource Center  
Lincoln Law School of San Jose  
Museum of Children's Art  
National Breast Cancer Coalition  
National Center for Cancer Survivorship  
National Indian School Board Association

National Park Service  
National Women's Health Network  
Needham, Davis, Kepner & Young LLP  
New Teacher Center  
Oakland Chamber of Commerce  
Office of Indian Education Programs (BIA)  
Office of Educational Technology (DoEd)  
One World Health  
Pacific Business Group on Health  
Partnership for the Public's Health  
Planned Parenthood Golden Gate  
SAIC  
San Francisco Foundation  
Science Applications International Corporation  
Snowmass Institute  
Sutter Health  
The Bridge School  
Tides Foundation  
UC Berkeley Teaching & Learning Alliance  
U.S. Cochrane Center, Brown University  
Walter S. Johnson Foundation





## Project Schedule

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This timeline starts June 1, 2012, or upon execution of a signed contract between client and CPS HR Consulting, whichever is later. It is anticipated that the steps 1 - 5 in the work plan would be completed within four months of the executed contract, depending upon availability of the District staff and The Grove staff for facilitated meeting dates. Step 6 would be completed within five months of the executed contract and the progress checks would be at three and six months after the final report date.



## Project Cost

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Your investment for this project is shown in the table below. The component prices shown include travel expenses and the cost of one large, wall size (approximately 4' by 12') print of the Storymap. Additional reproduction would be at the District's expense.

Components	Price
Vision, Storymap, Engagement Strategy	\$27,000
Organizational Alignment Blueprint and Recommendations	13,000
<b>Total Project</b>	<b>\$40,000</b>