

Board Office Use: Legislative File Info.	
File ID Number	14-2374
Introduction Date	02/11/2015
Enactment Number	15-0184
Enactment Date	2/11/15 o.a.



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools. Thriving Students

Memo

To Board of Education
 From Antwan Wilson, Superintendent

Board Meeting Date
 (To be completed by Procurement) 2/11/15

Subject Professional Services Contract - James Leadership Group
 - Human Resources Services and Support #944 (site/department)

Action Requested Approval of professional services contract between Oakland Unified School District and James Leadership Group. Services to be primarily provided to Human Resources Services and Support #944 for the period of 11/1/14 through 06/30/2015.

Background *A one paragraph explanation of why the consultant's services are needed.* We have identified the need to recharge and revision our approach to Talent Acquisition and want to produce a focused, guided document to inform this area of work over the next few years. Development of a Talent Acquisition Strategic Plan is an additional body of work for which we need additional support.

Discussion *One paragraph summary of the scope of work.* Support development of Talent Acquisition Strategic Plan:
 *Contextualize Talent Acquisition work within District Strategic Plan - Priority 1
 *Support in development of engagement strategies to solicit a broad range of inputs
 *Support development of comprehensive analysis of best practice and innovative Talent Acquisition procedures
 *Support development of a focused and actionable plan to progress our talent acquisition strategy

Recommendation Approval of professional services contract between Oakland Unified School District and James Leadership Group. Services to be primarily provided to Human Resources Services and Support #944 for the period of 11/1/2014 through 06/30/2015.

Fiscal Impact Funding resource name (please spell out) General Purpose Funds/Consultants not to exceed 14,400.00

- Attachments
- Professional Services Contract including scope of work
 - Fingerprint/Background Check Certification
 - Insurance Certification
 - TB screening documentation
 - Statement of qualifications

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between James Leadership Group (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:

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 11/1/14, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$ 84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$ 84,100, whichever is later. The work shall be completed no later than 06/30/15.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Fourteen thousand, four hundred and no/xx Dollars (14,400.00) [per fiscal year], at an hourly billing rate not to exceed \$ 150.00 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: N/A

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.

4. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* Direct expenses only/no travel is charged, which shall not exceed a total cost of \$ 500.00.

5. **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.

6. **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.
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: Jeff Dillon
Site /Dept.: Human Resources Services and Support #944
Address: _____
Phone: (415) 845-6787
Email: Brigitte Marshall

CONTRACTOR:

Name: Kenneth James
Title: Founder and President
Address: 23 Mission Hills
Oakland CA 94605
Phone: (415) 609-3512
Email: Kenneth@jamesleadershipgroup.com

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 from OUSD's Risk Management.) 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

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. 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.
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. 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.
18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 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.

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **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.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate 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).
21. **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.
22. **Confidentiality:** 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

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, 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.

- 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.sam.gov/).

- 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.

- 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.

- 31. 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.

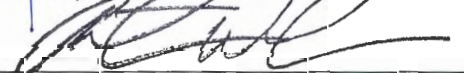
OAKLAND UNIFIED SCHOOL DISTRICT



President, Board of Education

Superintendent

Chief or Deputy Chief



Secretary, Board of Education

CONTRACTOR



Contractor Signature

Kenneth James

Founder and President

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 14-23-74

Introduction Date: 2/11/15

Enactment Number: 15-0184

Enactment Date: 2/11/15

By: O.S.

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.

SOW Integration

There are areas where the coaching and consulting activities cross-over – the gray zone. Below are a few areas that are considered general “gray zones” where the coach and consultant will be mindful to coordinate information and activates to best support the HR leader’s development. Note, that other gray zone areas will emerge through the process. Where possible, those areas have been identified in the task deliverables for each scope of work.

COACHING Engagement	GREY ZONE	CONSULTING Engagement
<ul style="list-style-type: none"> The clarity of decision making process and how people are engaged in the process. 	Decision-Making	<ul style="list-style-type: none"> What decision need to be made to support the strategic plan
<ul style="list-style-type: none"> How the leader involves and manages the team 	Work Team Engagement	<ul style="list-style-type: none"> The content of what the team is involved in the planning process
<ul style="list-style-type: none"> How the leader creates sense of team and teamwork 	Making meaning	<ul style="list-style-type: none"> What are the right roles for team members in the planning process
<ul style="list-style-type: none"> How people connect beyond the work 	Planning Process	<ul style="list-style-type: none"> How work and responsibilities get divided among the team

Consultant Profiles

The work is being proposed by James Leadership Group (Strategic Planning Consulting). Below is the company profile.

James Leadership Group (JLG) is a strategy and leadership development consulting practice. Dr. Kenneth James, Sole-Proprietor, started JLG in 2008 with over 25 years of management and leadership experience in both corporate and nonprofit organizations. JLG has consulted with organizations in a variety of industries, including public utilities, public utility commissions, universities, academic health centers, medical schools, nonprofit

organizations, and government. We have worked with diverse individuals of various educational and multicultural backgrounds in public and private organizations. We help leaders at all levels to align their leadership, people, organization, and strategy to meet changing business needs and goals. JLG operates as a consortium of experienced and seasoned consultants with complementary skillsets. We believe in collaboration. We value the perspectives of others. We operate as a partner, with our colleagues and with our clients.

Based on our understanding and assumptions, we offer this scope of work (SOW) for consideration.

Estimated Cost Schedule

Estimated cost for the proposed scope of work is \$14,400 (not including direct expenses). JLG estimates direct expenses of \$500 (not to exceed) and will be billed for direct costs only. JLG does not charge for travel time. This estimated cost is based on an estimated 96 hours at \$150 per hour consulting rate.

Estimated Time Frame	Proposed Task	Estimated Hours
November 7	1. Task 1: Conduct Consulting Initiation Meeting	4hours
November 7 -21	2. Task 2: Design Strategic Planning Workshop Process	28 Hours
Nov 7-21 December (Team collect data)	3. Task 3: Data Collection and Analysis <ul style="list-style-type: none"> • First Part of Task 3, i.e., SWOT during team meeting/workshop • Team members conduct data collection from stakeholders 	8 Hours
After Mid-January 2015	4. Task 4: Facilitate Strategic Planning Process	40 hours
	5. Task 5: Establish Alignment	8 Hours
	6. Task 6: Provide Consulting Oversight and Support	8 Hours

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.

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

- | | |
|--|--|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core | <input type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health | <input type="checkbox"/> Safe, healthy and supportive schools |
| <input type="checkbox"/> Create equitable opportunities for learning | <input checked="" type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input checked="" type="checkbox"/> Full service community district |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: _____
- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of CSSSP 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 CSSSP modification was approved.
 3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the CSSSP modification was approved.

A Proposal to

OAKLAND UNIFIED SCHOOL DISTRICT
STRATEGIC PLANNING CONSULTING SERVICES

Submitted to

Brigitte Marshall, Chief Talent Officer
Human Resources Services and Support
Oakland Unified School District
1000 Broadway, 2nd Floor, Suite 295
Oakland, CA 94607

Submitted by

Kenneth James, President
James Leadership Group
23 Mission Hills
Oakland, CA 94605

November 11, 2014

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Strategic Planning Approach

Objective: Support development of Talent Acquisition / Community Engagement Strategic Plan

James Leadership Group's proposed approach to accomplish the objectives of this strategic planning project is to use Porter's strategic planning process for *Competitive Advantage: Creating and Sustaining Superior Performance*. While this approach may not speak to all of OUSD Human Resources' (HR) strategic talent needs, we will be flexible in integrating our broad strategic knowledge and tools to orient OUSD's strategic planning process to the unique needs of HR and development of the Talent Acquisition plan. Our approach is grounded in solid strategic planning knowledge and application; incorporating the Porter, MIT's Collaborative Bonding Strategy, and Global Business Network models with creative problem solving methods. This strategic process uses simple, but powerful tools for evaluating your school's talent situation and how it might be improved. This process helps you understand both the strength of your current talent position, and the strength of a position you would consider moving toward into the future.

Facilitating the Scope of Work

Provided below is a more detailed description of the tasks we propose for our approach.

PHASE 1 – ESTABLISH GUIDELNES AND STRATEGIC DIRECTIONS-this phase includes conducting internal (HR) and external (OUSD stakeholders and the Community) analyses.

Task 1: Conduct Consulting Initiation Meeting

To commence this consulting engagement ("the Project"), we will conduct an initiation meeting with key HR leadership. The meeting will be coordinated with the Chief Talent Officer (CTO) (or appointed lead), and an agenda will be prepared in advance for circulation.

A key objective will be to review the Project goals and proposed work plan, and to modify the proposed scope of work as necessary to ensure the overall success of the project. The project schedule will also be reviewed and adjusted as necessary. Following the project initiation meeting, we will prepare meeting notes, summarizing key issues that were discussed, issues to be resolved, and any outstanding action items.

Deliverables

1. An agenda for the Initiation Meeting to be delivered at agreed upon time prior to the meeting. The Agenda will include a list of team members who will attend.
2. A final memorandum describing the results of the meeting will be delivered within the agreed upon time after receiving final comments and approval from the CTO or appointed lead.

Task 2: Design Strategic Planning Workshop Process

This task involves preparing a strategic planning workshop that will have two primary functions: provide HR with an introduction to strategic planning and some planning tools; and use the workshop as the platform to build the HR Talent Acquisition strategic plan. The workshop will be designed to be an interactive adult-learning process that involves hands on learning by actually doing the work. Essentially, the workshop will introduce the planning process and the HR team will get to perform the Talent Acquisition strategy development – what will be done and how it will be done. In particular, the strategy plan will build on the approach presented in this proposal and will include the following:

- All planning objectives finalized in the Initiation Meeting
- Training of the strategic planning process, including templates, and analysis tools
- Development of the Talent Acquisition plan
- Current and future data for analysis, including mission, vision, goals, strategies, assessments, etc.

Deliverables

1. A four-hour workshop (or appropriated consulting process with the HR team that will introduce and build skill in strategic planning
2. A draft strategic planning map outlining the talent acquisition issues. The map will provide an overview of the HR talent acquisition process, which will include, but not limited to:
 - a. Identification of key talent stakeholders/partners
 - b. Draft interview guides and /or questionnaires for use in data collection task
 - c. Identified data needs and draft data collection templates
 - d. Draft reporting and presentation formats to present findings

Task 3: Data Collection and Analysis

For the initial assessment, there are three broad areas of data collection and analysis that will be undertaken in this strategic planning process:

- Leadership and key stakeholder interviews, including Community stakeholders

- SWOT (strengths, weaknesses, opportunities, threats) analysis
- PEST (political, economic, social, technology) analysis

In this task, the HR team, with support from the consultant, will collect data from the OUSD leadership and all key stakeholders. A summary of issues – strengths, weaknesses, changes and challenges – and recommendations that are encountered will be prepared in a report format and submitted for review. The subtask activities are as follows:

- Prepare interview guide and/or survey templates for data collection
- Schedule and gather data with leaders and key stakeholder
- Identify other stakeholders, as needed
- Schedule and conduct interviews with stakeholders (to be determined)
- Prepare interim summary report of key findings and recommendations arising from the interviews.

Deliverables

1. A draft written report of the interview and analysis general findings that includes:
 - a. Summary of interviews and categorized strategic targets
 - b. Identified strengths, weaknesses, opportunities, and threats
 - c. Identified political, economic, social, and technology changes and challenges
2. Presentation of the findings (format to be determined) from the perspective of their impact on OUSD HR Talent Acquisition and community engagement.
3. Decision analysis tool to help the HR team and leadership formulate and make strategic assumptions explicit.

PHASE 2: DEVELOP STRATEGIC PLAN - this phase will build upon findings from Phase 1.

Task 4: Facilitate Strategic Planning Process

In this task we will facilitate a strategic planning and brainstorming session that will include selected OUSD leadership and stakeholders, as identified by HR. The facilitation process will be designed to inform, engage, and emerge ideas to develop and support the plan. This task will assess the following:

- Current and future talent issues
- The Schools’ strengths, weaknesses, opportunities and threats
- Development of core talent acquisition strategic initiatives and action plans to achieve goals and objectives
- Development of related performance measures

Deliverables

1. A facilitation process to accomplish the task’s objectives

2. Assistance from JLG in the development of performance measures
3. Final draft of strategic plan that documents outcomes of this task and integrates findings from Phase 1.
4. Recommendations to accomplish goals and objectives established through this strategic planning process.
5. Decision analysis tool to help OUSD HR leadership make decisions to move to the next steps and how to proceed.

PHASE 3: CREATING AND COMMUNICATING THE STRATEGIC PLAN- this phase will deliver the strategic plan from Phase 2.

Task 5: Establish Alignment

This task will help the OUSD HR build clarity and understanding of the strategic plan and the planning process through stakeholder participation and engagement. JLG will assist OUSD, as needed, with a strategy communication process/tools that will provide the opportunity to present the strategic plan, gather input from the participants, and enhance the plan with the participants' input.

Outcomes

- Engagement and assessment of the Community.
- Engagement and input from leadership, HR and staff members. JLG will support facilitation of a presentation meeting in association with OUSD's leadership in a way that will provide information, facilitate questions, and solicit further input.
- Engagement and participation OUSD stakeholders to help the OUSD leadership align goals, roles, and resources to execute a cohesive, highly integrated strategic plan.
- *Note: these outcomes could be integration point between the coaching and consulting engagements.*

Task 6: Provide Consulting Oversight and Support

Consulting oversight and support are important elements of this strategic planning approach. James Leadership Group will utilize a training platform to build planning skills within the team and have the team develop the Talent Acquisition plan. JLG will both build strategic planning capacity within the HR team as well as ensure the delivery of the Talent Acquisition Plan by supporting the HR leader. Regular meetings/conference calls between the HR leader and Dr. James will provide the opportunity to update on the general progress of the plan, scheduling issues, and any other issues or concerns that may impact the planning and the leader.

In addition to these formal reporting requirements, JLG encourages an open line policy between the OUSD HR leadership and the JLG. As issues and concerns arise, either OUSD or JLG would contact the other party to inform and discuss solutions.

- ***Deliverables:*** The deliverables from this task will include consulting support/coaching and report-outs to be delivered to the HR leadership, and the leadership coach, as agreed upon.
- ***Note: these deliverables could be integration point between the coaching and consulting engagements.***



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2014

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

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

PRODUCER Rick Baker & Associates Insurance, Inc 5360 Arapahoe Ave, Ste G Boulder, CO 80303 License #: 27695	CONTACT NAME: Cheryl Campbell
	PHONE (A/C, No, Ext): (303)444-3334 FAX (A/C, No): (303)444-2716
	E-MAIL ADDRESS: cheryl@rickbakerinsurance.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: The Hartford Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED
KENNETH JAMES
DBA: JAMES LEADERSHIP GROUP
23 MISSION HILLS ST
OAKLAND, CA 94605

COVERAGES CERTIFICATE NUMBER: 00002654-0 REVISION NUMBER: 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			34SBMPP9186	04/23/2014	04/23/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			34SBMPP9186	04/23/2014	04/23/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			34WECAA4907	04/23/2014	04/23/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Oakland Unified School District
1000 Broadway, 2nd Floor, Ste 295
OAKLAND, CA 94607-4033

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cheryl Campbell

(CLC)

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SAM Search Results

List of records matching your search for :

Search Term : James* Leadership* Group*

Record Status: Active

No Search Results

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015



Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including the Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist	<input type="checkbox"/> For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
	<input checked="" type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/)
	<input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

OUSD Staff Contact Emails about this contract should be sent to: (required) Brigitte Marshall

Contractor Information

Contractor Name	James Leadership Group	Agency's Contact	Kenneth James		
OUSD Vendor ID #	1006510	Title	Founder and President		
Street Address	23 Mission Hills	City	Oakland	State	CA Zip 94605
Telephone	(415) 609-3512	Email (required)	Kenneth@jamesleadershipgroup.com		
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	11/1/14	Date work will end	06/30/2015	Other Expenses	\$ 500.00
Pay Rate Per Hour (required)	\$ 150.00	Number of Hours (required)	96.27		

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
0000	HRSS	944-9000-701	5825	\$ 14,400.00
			5825	
			5825	
Requisition No. (required) R0152409			Total Contract Amount \$ 14,400.00	

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>)

1.	Administrator / Manager (Originator)	Name	Jeff Dillon	Phone	(415) 845-6787
	Site/Department (Name & #)	Human Resources Services and Support #944		Fax	(510) 879-0228
	Signature			Date Approved	1/22/15
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships <input type="checkbox"/> Risk				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)				
	Signature			Date Approved	
3.	Network Superintendent/Deputy Network Superintendent				
	Signature			Date Approved	
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$84,100				
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature			Date Approved	1/22/15
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved		Denied - Reason	Date
Procurement	Date Received			PO Number	