

Board Office Use: Legislative File Info.	
File ID Number	14-2199
Introduction Date	11-05-14
Enactment Number	14-1888
Enactment Date	11/5/14 <i>MS</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Jacqueline P. Minor, General Counsel
Mia Settles Tidwell, Chief Operations Officer

Board Meeting Date November 5, 2014

Subject **Ratification of Amendment to Agreement with Bob Murray & Associates**

Action Requested Ratification of Amendment to Agreement with Bob Murray & Associates

Background
A one paragraph explanation of the MOU.

Bob Murray & Associates was retained to assist the District in the search for a new Police Chief. The agreement is being amended to add Phase 2 services from the search firm to facilitate the Police Chief search, including the paper background check on the finalists, the POST background oversight support and contract negotiations.

Discussion
One paragraph summary of the MOU.

The contract is being amended to increase total compensation by \$4,500 to cover the cost of the Phase 2 services noted above and an additional \$1,700 to cover expenses associated with the search. Except for the additional Phase 2 scope and the increase in compensation, all the other contract terms remain unchanged.

Recommendation Ratification of Amendment to Agreement with Bob Murray & Associates

Fiscal Impact The amendment adds an additional \$6200 to the contract; as amended total contract amount shall not exceed \$16,700

Attachments Amendment to Agreement
Agreement

CONTRACT AMENDMENT

This contract amendment is made and entered into on October 9, 2014, by and between Bob Murray and Associates ("Consultant" herein) and the Oakland Unified School District ("Client" herein), and modifies that certain agreement between the parties dated September 9, 2014, for executive recruitment and search services.

Amendment:

Amend Section B – Services Phase 2 to read as follows:

Phase 2

- a. Assist with Final Interviews
- b. Conduct paper background checks and telephone reference checks for 2 finalists**
- c. Provide Police Background Oversight (POST background check not included)
- d. Assist with Negotiations

Provide Complete Administrative Assistance

Amend Section D – Compensation to read as follows:

- D. As full compensation for the Consultant's professional services performed hereunder as Phase 1, the Client shall pay the Consultant the fixed amount of \$10,500 (ten thousand, five hundred dollars). As full compensation for the Consultant's professional services performed hereunder as Phase 2, the Client shall pay the Consultant the fixed amount of **\$4,500**. The total compensation for professional services included in Phase 1 and Phase 2 is **\$15,000 (fifteen thousand dollars)**; complete administrative assistance is included at no additional cost. Client is entitled to 1 (one) meeting on-site at Client's place of business between Client and Consultant per Phase.


Amend Section E – Expense Reimbursement to read as follows:

- E. The Consultant shall be entitled to reimbursement for expenses from the Client for consultant travel; clerical; express mail postage; printing and binding; **and paper background checks**. First class mail postage, photocopying, and telephone charges are allocated costs. Expenses to be reimbursed shall not exceed \$1,500 (one thousand, five hundred dollars) for Phase 1 and **\$1,700 (one thousand, seven hundred dollars)** for Phase 2 without prior approval of the Client. Copies of receipts will not be provided unless specifically requested and made part of this contract.

All other terms and conditions of the original and amended agreement shall remain in full force and effect.

Signed this 15 day of October, 2014

For Consultant



Name (Signature)

Gary Phillips

Name (Printed)

Executive Vice President

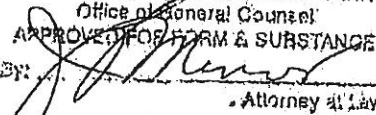
Title

For Oakland Unified School District

Name (Signature)

Name (Printed)

Title

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
Attorney at Law



11/6/14

President, Board of Education
Oakland Unified School District



11/6/14

Superintendent and Secretary, Board of Education
Oakland Unified School District

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By: OS

Board Office Use: Legislative File Info.	
File ID Number	14-2000
Introduction Date	10-8-14
Enactment Number	14-1757
Enactment Date	10-8-14



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Jacqueline P. Minor, General Counsel
Mia Settles Tidwell, Chief Operations Officer

Board Meeting Date October 8, 2014

Subject **Ratification of Agreement with Bob Murray & Associates**

Action Requested Ratification of Agreement with Bob Murray & Associates

Background Bob Murray & Associates is being retained to assist the District in the search for a new Police Chief.
A one paragraph explanation of the MOU.

Discussion The search for a Police Chief will involves two phases. Phase 1 includes:
One paragraph summary of the MOU.

- a. Recruit Candidates (candidate outreach)
- b. Screen Candidates (review resumes)
- c. Conduct Personal Interviews (top 10-15 candidates only)
- d. Recommendations
- e. Public Record Search (for finalists)

Phase 2 includes:

- f. Assist with Final Interviews
- g. Provide Police Background Oversight (background check not included)
- h. Assist with Negotiations

The total compensation for the two phases is \$13,500, plus expenses, not to exceed \$1,500. The compensation does not include the background search which may be an additional \$3,000. The term of the agreement is September 9, 2014 to June 30, 2015.

Recommendation Ratification of Agreement with Bob Murray & Associates

Fiscal Impact \$15,000 – General Purpose

Attachments Agreement

PROFESSIONAL SERVICES AGREEMENT

This agreement is made by and between the Oakland Unified School District (the Client), and Bob Murray & Associates (the Consultant).

- A. **Engagement:** The Client agrees to engage the Consultant to perform the services described below, the project described as an executive recruitment for a Chief of Police (the Search).
- B. **Services:** The Consultant agrees to perform certain services necessary for the completion of the search, which services shall include the following:
- Phase 1
- a. Recruit Candidates (candidate outreach)
 - b. Screen Candidates (review resumes)
 - c. Conduct Personal Interviews (top 10-15 candidates only)
 - d. Provide Recommendations
 - e. Conduct Public Record Search (for finalists)
- Phase 2
- f. Assist with Final Interviews
 - g. Provide Police Background Oversight (background check not included)
 - h. Assist with Negotiations
- Provide Complete Administrative Assistance
- C. **Relationship:** The Consultant is an independent contractor and is not to be considered an agent or employee of the Client.
- D. **Compensation:** As full compensation for the Consultant's professional services performed hereunder as Phase 1, the Client shall pay the Consultant the fixed amount of \$10,500 (ten thousand, five hundred dollars). As full compensation for the Consultant's professional services performed hereunder as Phase 2, the Client shall pay the Consultant the fixed amount of \$3,000. The total compensation for professional services included in Phase 1 and Phase 2 is \$13,500 (thirteen thousand, five hundred dollars); complete administrative assistance is included at no additional cost. Client is entitled to 1 (one) meeting on-site at Client's place of business between Client and Consultant per Phase.
- E. **Expense Reimbursement:** The Consultant shall be entitled to reimbursement for expenses from the Client for consultant travel; clerical; express mail postage; and printing and binding. First class mail postage, photocopying, and telephone charges are allocated costs. Expenses to be reimbursed shall not exceed \$1,500 (one thousand, five hundred dollars) for Phase 1 and \$1,000 (one thousand dollars) for Phase 2 without prior approval of the Client. Copies of receipts will not be provided unless specifically requested and made part of this contract.
- F. **Compensation for Additional Services:** In the event the Client elects to require additional services of the Consultant in addition to those described in paragraph B the Consultant shall be compensated at the following rates:

- a. POST-certified background check: \$2,000 for professional services, plus travel expenses, per candidate.
 - b. Credit, criminal, civil, and DMV records checks and education verification: Estimated expenses of \$200-\$350 per candidate.
 - c. Reference checks: \$750 for professional services per candidate.
 - d. Other additional services: \$150 per hour, plus expenses (expenses dependent upon service requested).
- G. Method of Payment: The Client shall be billed monthly by the Consultant for the work completed as of that date. Expenses shall be billed and due at the same time.
- H. Term: The term of this agreement is September 9, 2014 to June 30, 2015. Consultant shall begin work on the Search on September 9, 2014 and shall continue until the search is completed.
- I. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- J. Indemnity: Except for loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, caused solely by the negligence of the Client, its boards, commissions, officers and employees, Consultant shall indemnify, defend and hold harmless the Client, its boards and commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner connected to Consultant's negligent act or omission regarding performance of services or work conducted or performed pursuant to this Agreement.
- K. Miscellaneous:
- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
 - b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the Client.
 - c. This agreement shall be modified only by written agreement duly executed by the Client and the Consultant.
 - d. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
 - e. This agreement shall be governed by and construed in accordance with the laws of the State of California.

- f. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.
- g. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: Client certifies to the best of its knowledge and belief, that its officials: 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 Consultant does not appear on the Excluded Parties List.
<https://www.sam.gov/portal/public/SAM>

NOTICES TO CLIENT:

Jacqueline P. Minor
General Counsel
1000 Broadway, Room 398
Oakland, Ca 94607

Jacqueline.minor@ousd.k12.ca.us

Wherefore, the parties have entered into this agreement as of the later of the dates stated below.

Approved:

Dated: September 9, 2014

Bob Murray & Associates

Signed: 

Name: Gary Phillips

Title: Executive Vice President

File ID Number: 14-2000
Introduction Date: 10-8-14
Enactment Number: 14-1757
Enactment Date: 10-8-14
Bv:

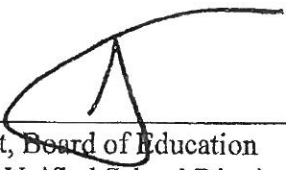
1677 Eureka Road, Suite 202
Roseville, CA 95661

Oakland Unified School District

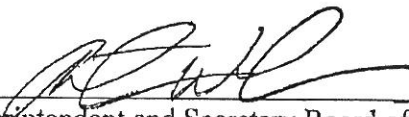
Signed: _____

Name:

Title:

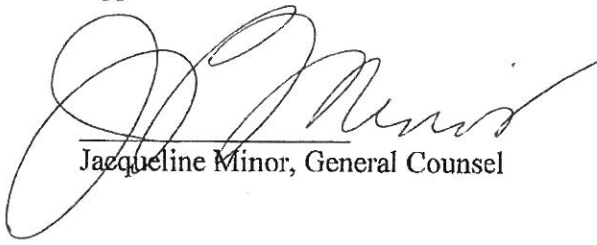


President, Board of Education
Oakland Unified School District



Superintendent and Secretary Board of Education
Oakland Unified School District

Approved as to Form



Jacqueline Minor, General Counsel

File ID Number: 14-2000
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Bv: