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Introduction Date	3/11/2015
Enactment Number	15-0332
Enactment Date	3/11/15 OR



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
From Jacqueline Minor, General Counsel
Board Meeting Date March 11, 2015
Subject **Professional Services Agreement with Geri Baskind**

Action Requested **Ratification by the Board of Education of the Professional Services Agreement with Geri Baskind**

Background The Legal Department and Programs for Exceptional Children are collaborating to provide more internal legal support services for PEC. Geri Baskind, who has a law degree and has served as a special ed parent advocate for many years, bring both a parent/student perspective and legal knowledge to the work. She will work as a consultant through the current fiscal year and effective July 1, 2015, will become a District employee.

Discussion The term of this agreement is March 1, 2015 to June 30, 2015 at a cost not to exceed \$50,000, during the contract term.

Recommendation Ratification by the Board of Education of the Agreement with Geri Baskind

Fiscal Impact GP not to exceed \$50,000

Attachments

- Agreement

AGREEMENT

Oakland Unified School District and Geri Baskind for Professional Services

This Agreement, effective as of **March 1, 2015**, is by and between the Oakland Unified School District ("OUSD"), and **Geri Baskind** ("**Consultant**").

1. SCOPE OF SERVICES

For the period from March 1, 2015 to June 30, 2015, Consultant will service as the Legal Support Services Director for the District. As the Legal Support Services Director for the District, Consultant will work with the District's Legal Department and Programs for Exceptional Children ("PEC") to resolve complaints, facilitate the mediation of complaints, support due process cases, respond to CDE compliance complaints, support responding to OCR complaints, support manifest determination decisions in discipline cases involving special education students, and serve as an advocate for students and families served by PEC.

2. TERMS AND CONDITIONS

2.1 **Term of Agreement.** The term of this agreement shall be March 1, 2015 to June 30, 2015. Effective July 1, 2015, Consultant's status shall change to employee, with the title, Legal Support Services Director. Effective July 1, 2015, the terms and conditions of employment shall be as provided in the Employment Contract which is attached hereto as Attachment A and incorporated by reference herein. Regardless of status as Consultant or employee, OUSD commits that the period of engagement as either Consultant or employee shall not be for less than one calendar year.

2.2 Fees.

For the period of this Agreement, Consultant's monthly retainer shall be \$11,200 per month which amount includes a travel stipend of \$500, and \$700 toward Consultant's health benefits. During the term of this Agreement, the cost shall not exceed \$50,000.00. After June 30, 2015, subject to Paragraph 2.1 above, when Consultant becomes an employee, the Parties shall enter into the Employment Contract attached hereto as Attachment A.

2.4 **Choice of Laws.** This Agreement is governed by the laws of the State of California.

2.5 **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.

2.6 **Conflict of Interest.** CONSULTANT affirms to the best of her knowledge, there exists no actual or potential conflict of interest between CONSULTANT'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.

- 2.7 **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.
- 2.8 **Anti-Discrimination.** Consistent with the policy of OUSD in connection with all work performed under this AGREEMENT, CONSULTANT 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. CONSULTANT 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.
- 2.9 **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.

3. AREAS OF AUTHORITY

- 3.1 **Independent Contractor.** This is not an employment contract. CONSULTANT is an independent contractor. CONSULTANT understands and agrees that she is not an officer, employee, agent, partner, or joint venture of OUSD, and is not entitled to benefits of any kind or nature normally provided or entitled to employees of OUSD, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT shall assume full responsibility for payment of all Federal, State, and local taxes or contributions necessary to do business in the State of California, including unemployment insurance, social security and income taxes. In the performance of the work herein contemplated, CONSULTANT is an independent contractor, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
- 3.2 **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.
- 3.3 **Ownership of Documents.** District and Employee agree that any intellectual property created by CONSULTANT during the term of this Agreement and related to or concerning the work under this Agreement shall be owned jointly. CONSULTANT shall grant to District the right to share equally in any royalties received by CONSULTANT arising out of any intellectual property created by CONSULTANT during the term of this Agreement.

4. **Confidentiality.** CONSULTANT shall maintain the confidentiality of all information received in the course of performing services under this Agreement. CONSULTANT understands that student records are confidential and agrees to comply with all state and federal laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA), Article 1, Section 1 of the California Constitution, and California Education Code Section 49062 et seq., concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

4. BILLING

- a. Bills for CONSULTANT fees and expenses must be submitted monthly and within 30 days of the end of the billing period unless otherwise agreed. Bills or invoices should be addressed to:

Jacqueline.minor@ousd.k12.ca.us

And

Cindee.lajoure@ousd.k12.ca.us

- b. The District will not pay for amounts not reflected on bills or invoices. A sample invoice is attached.

5. MODIFICATION OF AGREEMENT

The parties may amend this Agreement in writing by mutual consent. Changes shall only be effective upon proper Board approval and execution of a duly authorized written amendment to this Agreement.

6. SECTION HEADINGS

The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

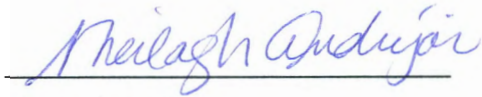
7. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes all other oral or written provisions.

8. SEVERABILITY

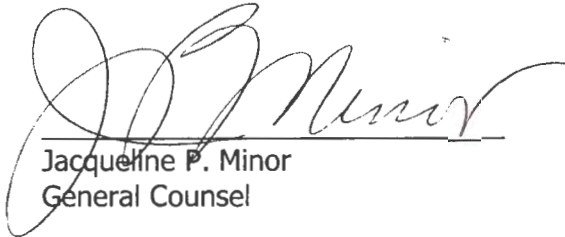
If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

IN WITNESS WHEREOF, the parties hereto agreed to be bound and have executed this Agreement on the day first mentioned above.

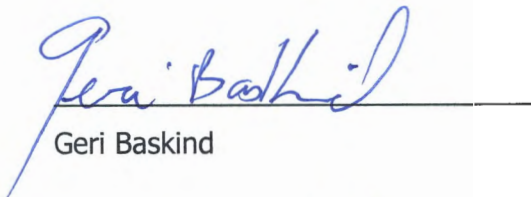


Shellagh Andujar

Deputy Chief, Programs for Exceptional Children

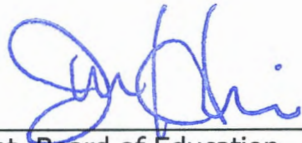


Jacqueline P. Minor
General Counsel

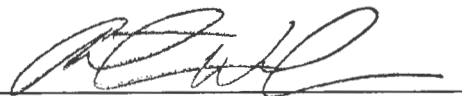


Geri Baskind

3/2/15



President, Board of Education
Oakland Unified School District



Secretary, Board of Education
Oakland Unified School District

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