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Enactment Date	11/5/14



**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)
Subject

Nov. 5, 2014

Agreement - The Regents of the University of California - 922/Office of African American Male Achievement (AAMA) (site/department)

Action Requested Approval of an Agreement between Oakland Unified School District and The Regents of the University of California. Services to be primarily provided by the Community Schools and Student Services Department for the period of July 1, 2014 to March 1, 2015.

Background
A one paragraph explanation of why the consultant's services are needed. The Davis School of Education and the Sacramento Area Youth Speaks (SAYS) will rigorously examine, document, and present best practices on the Office of African American Male Achievement at OUSD, giving particular attention to three (3) core deliverables: Create an impact report, conduct a study of AAMA over the last four years and the ways the group has helped shift the culture of achievement and expectations for black youth, and strategic planning and support.

Discussion
One paragraph summary of the scope of work. Approval by the Board of Education of an Agreement between the District and The Regents of the University of California, Davis, CA, for the latter to examine, document, and present best practices on the Office of African American Male Achievement at OUSD, with emphasis on three core deliverables to include an impact report, a portrait of African American Male Achievement, and Strategic Planning and Support for the period of July 1, 2014 through March 1, 2015, in an amount not to exceed \$70,000.00.

Recommendation Approval of Agreement between Oakland Unified School District and The Regent of the University of California. Services to be primarily provided by the Office of African American Male Achievement for the period of July 1, 2014 through March 1, 2015.

Fiscal Impact Funding resource name (please spell out): 9156 / Kellogg Foundation in an amount not to exceed \$70,000.00.

Attachments UC Davis Agreement #A14658
University Services Agreement

UNIVERSITY SERVICES AGREEMENT
(Oakland Unified School District)

THIS AGREEMENT is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (University), on behalf of its Davis School of Education and its Sacramento Area Youth Speaks (SAYS), (the Facility), and OAKLAND UNIFIED SCHOOL DISTRICT (Oakland).

RECITALS

WHEREAS, The Facility has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, the services of the Facility may be extended to non-University users (including, when permitted by University policy, University students, faculty, and staff requesting such services for their personal use) only when, in the sole judgment of University, such action will serve purposes consistent with University's objectives and will not adversely affect the conduct of University activities; and

WHEREAS, the services requested by Oakland have been determined to serve purposes consistent with University objectives and their provision to Oakland not to adversely affect the conduct of University activities; and

WHEREAS, Oakland has determined that the services in question cannot be adequately performed by other agencies or commercial firms; and

NOW, THEREFORE, University shall furnish the following services to Oakland.

TERMS AND CONDITIONS

1. Services. The Facility will rigorously examine, document, and present best practices of the Office of African American Male Achievement at the Oakland Unified School District, with emphasis on three core deliverables including: 1) Impact Report, 2) Portrait of African @ American Male Achievement, and 3) Strategic Planning & Support. Additional details are provided in Exhibit A, attached and made a part hereof. Additional work shall be performed only if authorized in advance by written amendment to this agreement executed by both parties. Oakland's addendum or purchase order shall have no effect on the terms and conditions of this agreement.
2. Priority of University work. University work always has priority over work to be performed for non-University users.
3. Term. The term of this agreement shall be from the date of the last signature below, through March 1, 2015.

4. Payment. Fees for services by Facility shall be based upon Facility's approved rates and costs for a total amount due to University of \$70,000.00. Oakland shall pay for services within 30 days of Oakland's receipt of University's invoice which shall be submitted on a quarterly basis; Facility reserves the right to suspend performance of services if Oakland fails to make payment in full within 60 days.
5. Indemnification and Insurance. The parties shall defend, indemnify, and hold one another, their officers, employees, and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of or in connection with this agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.
 - 5.1. Evidence of Insurance. Upon University's request, Oakland shall provide University written evidence of Oakland's insurance coverage relevant to the presence or activity of Oakland, its officers, agents, and employees while in, on or about University property. In the event Oakland's coverage is not acceptable to University, University shall have the right to immediately suspend services. If Oakland fails to provide acceptable insurance within 10 days after University's written notice, University may terminate this agreement.
 - 5.2. Patent Infringement. Oakland shall indemnify University, its agents and employees, against all liability (including costs and expenses incurred) for use of any invention or discovery and for the infringement of any Letter Patent (not including liability arising pursuant to U.S. Code section 183, Title 35 (1952) prior to the issuance of Letters Patent) occurring during the performance of this agreement and resulting from Oakland's request or instruction that the Facility utilize any device, method, or technique not normally utilized by the Facility.
6. Non-Liability of University.
 - 6.1. Consequential Damages. University shall not be liable for any loss of profits, claims against Oakland by any third party, or consequential damages.
 - 6.2. Delay/Desired Result. University shall incur no liability to Oakland or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform services, or failure to achieve a desired result.
 - 6.3. Property Damage. University shall incur no liability to Oakland or to any third party for loss or destruction of or damage to any materials to be sampled, assayed, or tested, data, equipment, or other property brought upon University premises by Oakland or delivered to University by Oakland in connection with this agreement. Oakland accepts all liability for risk of loss to any and all such property.
 - 6.4. Liability Limitation. University's liability for damages shall not exceed the total of all charges paid by Oakland.
7. Confidential Information. During the course of this agreement, Oakland may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL"

INFORMATION". If communicated orally to University, Oakland shall submit confirmation in writing within five days of such disclosure.

- 7.1. University's Obligation. University shall treat Oakland's Confidential Information in the same manner as University treats its own similar information. Upon Oakland's written request, University shall protect Oakland's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by Oakland. Should such protection occur, any related costs shall be borne by Oakland. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.
- 7.2. Exempt Information. Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to Oakland that Confidential Information is being sought by a third party, to afford Oakland an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at Oakland's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon Oakland's request, University agrees to cease using all Confidential Information and to return it promptly to Oakland.
- 7.3. Time Limitation. University shall not divulge Oakland's Confidential Information for a period of three years following termination of this agreement, or earlier if Oakland makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.
- 7.4. Disposition of Confidential Information. Upon completion of services or termination of this agreement, by Oakland's written request, University shall return any Confidential Information. Absent such request, Facility shall destroy or dispose of it according to its established procedures.
8. Disclaimer of Warranty. UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY THE USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Shipment of Restricted Materials. In the event that Oakland will be providing materials to be sampled, assayed, or used by University in providing Services hereunder whose shipment would require authorization or permits from governmental authorities (including return of any such materials to Oakland following completion of Services or termination of this agreement), application for such authorization or permit shall be solely at Oakland's initiative, risk, cost, and expense.

10. University's Right to Use Data. University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the services described in Exhibit A.
11. Use of University's Name. Except for the purpose of the services shown in section 1, Oakland shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
12. Termination. This agreement may be terminated by either party upon ten days written notice to the other party.
13. Notices. Notices shall be directed to the appropriate parties at the following addresses:

- 13.1. Regarding Contract. Correspondence or inquiries regarding contractual matters shall be directed to the appropriate party at the following addresses:

UNIVERSITY
Melanie Brown
Business Contracts & Analysis
University of California
One Shields Avenue
Davis, CA 95616
Telephone: (530) 754-1371
E-mail: mcbrown@ucdavis.edu

OAKLAND
Christopher Chatmon
Executive Director
African American Male Achievement
Oakland Unified School District
746 Grand Avenue
Oakland, CA
E-mail: christopher.chatmon@ousd.k12.ca.us

- 13.2. Regarding Program/Work. Correspondence or inquiries regarding the substance and progress of work to be performed, or payment for services should be directed to the following addresses:

Dr. Vajra Watson
Sacramento Area Youth Speaks
School of Education, Room 225
University of California
One Shields Avenue
Davis, CA 95616

Telephone: (530) 370-2889
E-mail: vmwatson@ucdavis.edu

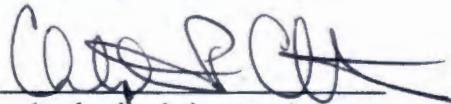
14. Attorneys' Fees. If any action at law or equity is brought to enforce or interpret the terms of this agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.
15. Relationship of the Parties. The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.
16. Governing Law. This agreement shall be construed pursuant to California law.
17. Amendment. No change in any term or condition of this agreement shall become effective unless by amendment in writing signed by both parties.

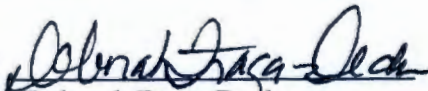
18. Entire Agreement. This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

OAKLAND UNIFIED
SCHOOL DISTRICT

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: 
(authorized signature)

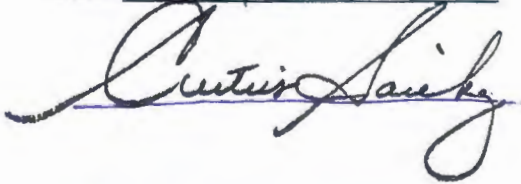
By: 
Deborah Fraga-Decker
Associate Director
Contracting Services

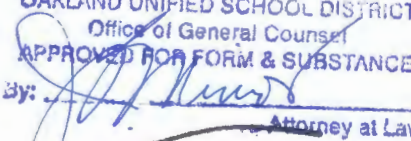
Print name: Christopher P. Chatman

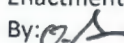
Title: Executive Director


Date: 6/5/2014

Date: 6/5/14



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

File ID Number: 14-2157
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By: 


David Kakishiba
President, Board of Education

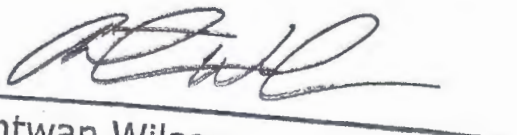

Antwan Wilson
Secretary, Board of Education

Exhibit A

The Facility: Sacramento Area Youth Speaks (SAYS)

The Agency: Oakland Unified School District

Notices contacts:**Agency contact:**

Christopher P. Chatmon
Executive Director
African American Male Achievement
Oakland Unified School District
746 Grand Avenue
Oakland, CA 94610
Office: 510.287.8313
Fax: 510.874.3622
christopher.chatmon@ousd.k12.ca.us
Community Schools, Thriving Students
www.ousd.k12.ca.us
www.thrivingstudents.org

Facility's contact:

Dr. Vajra Watson
Director of Research and Policy for Equity
SAYS Founder and Director
UC Davis School of Education CRESS Center
One Shields Avenue, Room 225
Davis, California 95616Y8729
cell: 530.370.2889
fax: 530.752.3754
email: vmwatson@ucdavis.edu
admin contact: cresspmt@ucdavis.edu

Services:

The Sacramento Area Youth Speaks (SAYS) will rigorously examine, document, and present best practices on the Office of African American Male Achievement at the Oakland Unified School District, giving particular attention to 3 core deliverables:

1. **IMPACT REPORT:** Building on data already collected over the duration of the program, create an Impact Report for multiple audiences, including executive summaries for funders, teachers/educators, parents, etcetera.
2. **PORTRAIT OF AFRICAN@AMERICAN MALE ACHIEVEMENT:** Conduct a study of AAMA over the last 4 years and the ways the group has helped shift the culture of achievement and expectations for Black youth, address structural racism, and navigate the politics of urban school district reform. This aspect of the evaluation will tell the overarching story that can inform other districts across the country interested in creating systems, structures, and spaces for African American student success.
3. **STRATEGIC PLANNING & SUPPORT:** Internal/external "audit" of program focusing on strengths and areas for improvement to be compiled with key partners and stakeholders into a strategic plan.

Bulk of costs are labor, transcription expenses, Graduate Student Researcher, and travel costs to/from Oakland.

Role of SAYS is to provide:

- Impact report
- CaseYstudy portrait
- Strategic planning and support

The Office of African American Male Achievement at Oakland Unified School District is to provide:

- Secondary data including reports, curriculum, handouts, etc.
- Access to classrooms for observation
- Time to interview key stakeholders, staff, and community leaders, as necessary.
- Access to grades, attendance information for treatment cohorts of students.

Part of the work will be done at the University, and part of the work will be done at Oakland Unified schools.

Dates: from date of last signature through March 1, 2015. Specific dates to be determined by mutual agreement.

Work will be performed at both University and Oakland Unified School District.

Deliverables: Data collection and analysis, compiled memos to multiple stakeholders and an overarching research report. Timeframe for completed work will be established at initial meetings between University and various school sites.

SCOPE OF WORK TEMPLATE

The Facility: University of California at Davis

The Agency: Oakland Unified School District

Notices contacts:

Agency contact:

Christopher P. Chatmon
Executive Director
African American Male Achievement
Oakland Unified School District
746 Grand Avenue
Oakland, CA 94610
Office: 510.287.8313
Fax: 510.874.3622
christopher.chatmon@ousd.k12.ca.us
Community Schools, Thriving Students
www.ousd.k12.ca.us
www.thrivingstudents.org

Facility's contact:

Dr. Vajra Watson
Director of Research and Policy for Equity
SAYS Founder and Director
UC Davis School of Education CRESS Center
One Shields Avenue, Room 225
Davis, California 95616-8729
cell: [530.370.2889](tel:530.370.2889)
fax: [530.752.3754](tel:530.752.3754)
email: vmwatson@ucdavis.edu
admin contact: cresspmt@ucdavis.edu

1. What needs to be done? What is the purpose of the work? Is bulk of the costs going to be in labor or product?

Services:

As an outside evaluator, Dr. Vajra Watson will rigorously examine, document, and present best practices on the Office of African American Male Achievement at the Oakland Unified School District, giving particular attention to the following core deliverables:

STRATEGIC PLANNING & SUPPORT: In partnership with the Office of African American Male Achievement, Dr. Vajra Watson will serve as a key strategic thinker, participant, and evaluator of the program. Dr. Watson will support the internal/external "audit" of the department focusing on strengths and areas for improvement to be compiled with key stakeholders and compile this information into a strategic plan. Moreover, working with the Quality, Accountability & Analytics Department, Dr. Vajra Watson will create, disseminate, and analyze surveys for multiple stakeholders that will guide program development, scalability, and replicability.

Bulk of costs are labor, transcription expenses, hiring a Graduate Student Researcher, and travel costs to/from Oakland.

2. Who will do what? What are the roles and responsibilities of each party? Will the contractor's or University's equipment be used?

Role of Dr. Vajra Watson to provide:

- Strategic planning and support
- Creation of survey instruments
- Bulk of data analysis
- Writing of final reports

Office of African American Male Achievement to provide:

- Secondary data including reports, curriculum, handouts, etc.
- Access to classrooms for observation

- Time to interview key stakeholders, staff, and community leaders, as necessary.
- Access to grades, attendance information for treatment cohorts of students.
- Ongoing feedback on drafts.

Part of the work will be done at the University and part of the work will be done at Oakland Unified schools.

3. When should it be done? During what dates and times will the work be completed? There should be a schedule for contractor duties as well as University duties.

Contract amount: The total cost for this work will be \$29,500

Dates: March 1, 2014 – June 30, 2014, or from date of last signature. Specific dates to be determined by mutual agreement.

4. Where will the work be performed? Sometimes undeveloped land can only be described with an APN (assessor's parcel number) since no address exists.

University and will include but not limited to Oakland Unified School District.

5. Will reports or summaries be required by either party? What are the required deliverables? These can include theoretical models, computer software, drawings, documentation, reports or other data.

Deliverables: Data collection and analysis, compiled memos to multiple stakeholders and an overarching research report.

6. Are there project milestones? Project milestones are set dates for certain tasks to have been completed.

Timeframe for completed work will be established at initial meetings between University and various school sites.

7. What is the payment schedule? For example: monthly in arrears (after that portion of the work has been completed) based on the number of hours worked, payment upon receipt of deliverables, payment upon achieving certain milestones, etc. Pre-payment is generally not allowed. Remember that the payment process cannot be started until the agreement has been signed by both parties (University and Contractor). Not used in RFP process.

Invoicing: Fees for services is based upon Facility's approved rates and costs. Facility will invoice quarterly.

8. Is it anticipated that additional work will result from the outcome of the project? Some types of contracts (e.g. consultant agreements) require future work to be described in the original agreement as there is a California Public Contract Code prohibition against "follow-on work". Good contract management includes forecasting the entire length of a project and its associated costs so as to avoid going over required public bidding thresholds.

Unlikely, but unknown at this time.

9. Who will own the work product resulting from the service provided? The general rule is that the University owns the work, including any resulting copyright.

The work resulting from the service provided will be jointly owned by the University and Oakland Unified.

10. Once you have defined a scope, be sure to obtain several informal quotes for the work so that you can provide reasonable cost justification for selection of a particular vendor. Or formal RFP for project cost over \$100K.

Not applicable.

1. Once you have defined a scope, be sure to obtain several informal quotes for the work so that you can provide reasonable cost justification for selection of a particular vendor.

Not applicable.

2. If this project is funded by a grant, the following information is required:

a. The coversheet of the grant that lists the grant number and funding agency;

b. The signature page showing the grant is finalized;

c. The portion of the grant that describes the needed service in order to:

- Ensure the service is not research, which would need to be processed through Sponsored Programs;
- Identify the person/company being named;
- Determine if the funding agency is expecting the university to competitively bid the service; and

d. If it is a sole-source situation in which there is no other known resource, a thorough justification needs to be provided for approval by the Materiel Manager or delegate.

Not applicable.

SAM Search Results
List of records matching your search for :

Search Term : The* Regents* of the* University* of California* Davis*
Record Status: Active

No Search Results