

Board Office Use: Legislative File Info.	
File ID Number	15-0616
Introduction Date	6-10-15
Enactment Number	150874
Enactment Date	6/10/15



Memo

To The Board of Education
From Antwan Wilson, Superintendent
 By: Brigitte Marshall, Chief Talent Officer

Board Meeting Date
 (To be completed by Procurement) 6/10/15

Subject Professional Services Contract -
The New Teacher Project (contractor, City State)
Talent Development Division (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and The New Teacher Project. Services to be primarily provided to Talent Development Division for the period of 03/10/2015 through 06/30/2015.

Background
 A one paragraph explanation of why the consultant's services are needed.
 The District is in need of support for candidate sourcing services and the development of job descriptions for the Talent Development Division.

Discussion
 One paragraph summary of the scope of work.
 The New Teacher Project, Inc. will be retained to work on:
 1. The development of job descriptions, including clear roles and responsibilities that support schools and meet District goals.
 2. Ensure staffing structures are aligned.
 3. Communications guidance regarding the new talent division
 4. Guidance that leads to clear expectations and accountability
 5. Project management support for tracking key deliverables.
 6. Strategic support and advice.

Recommendation Ratification of professional services contract between Oakland Unified School District and The New Teacher Project. Services to be primarily provided to Talent Development Division & Executive Leadership for the period of 03/10/2015 through 06/30/2015.

Fiscal Impact Funding resource name (please spell out) District wide funds and Educator Effectiveness
 District wide funds and Educator Effectiveness not to exceed \$ 30000

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

**MEMORANDUM OF UNDERSTANDING BY
AND BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT
AND
THE NEW TEACHER PROJECT, INC.**

THIS MEMORANDUM OF UNDERSTANDING (this "**Agreement**") is made by and between The New Teacher Project, Inc., a non-profit corporation organized under the laws of the State of Delaware, with its principal office at 186 Joralemon Street, Suite 300, Brooklyn, New York 11201 ("**TNTP**"), and **Oakland Unified School District**, with its principal office at 1000 Broadway, Oakland, CA 94607 ("**CLIENT**" or "**OUSD**"). This Agreement shall be effective as of the later of the dates beneath the parties' signatures below (the "**Effective Date**").

RECITALS

- A. TNTP provides consulting services to school districts.
- B. Client desires that TNTP provide advisory support to OUSD, develop clear roles and responsibilities for the new Talent Development Division, and provide feedback and support on OUSD's recruitment and staffing processes.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
Services

Section 1.1 Client Responsibilities. Subject to the terms and conditions herein and for the period commencing on the Effective Date, and terminating on April 24, 2015 (the "**Term**"), and to facilitate TNTP's Services, the Client will:

- a. Cooperate with, and ensure that Client personnel cooperate with, TNTP in order to facilitate the performance of TNTP's Services.
- b. Provide TNTP with access to Client teachers, classrooms, buildings, staff, and/or principals as needed to perform TNTP's Services at all times during the Term.

Section 1.2. TNTP Responsibilities. The scope of work included herein is focused on providing advisory support to OUSD, developing clear roles and responsibilities for the new Talent Development Division, and providing feedback and support on OUSD's recruitment and staffing processes. TNTP staff will not participate in the on-the-ground implementation process, but will instead provide consultation to district leadership through regular phone meetings, resource sharing, and document review. TNTP proposes a higher touch engagement for the month of February 2015 with lighter touch support in the months of March and April 2015. TNTP will provide the following services:

- a. Develop job descriptions and clear roles and responsibilities for the Talent Development Division with an eye toward creating an office that focuses on the talent acquisition and development needed to support schools and meet district goals for student progress;
- b. Ensure the staffing structures in the Talent Development Division are aligned across the division and aligned to other district priorities by carefully reviewing drafts and suggesting edits; act as thought partners on redeploying or eliminating non-priority central functions and creating the culture for the division that focuses on talent development and retention of effective employees;

- c. Provide guidance on how to prepare communication within the division and outside of the division, particularly to school site staff, on how the new talent division will operate; prepare division leaders through change management training and communication materials;
- d. Share tools and guidance on leading goal-setting processes for teams within the division so staff have clear expectations and a system of accountability;
- e. Provide project management support to track key deliverables to ensure all timelines and milestones are complete so the new talent division can launch by July 2015; and
- f. TNTP will share resources and best practices from other school districts and provide strategic support and advice. TNTP will also continually re-examine priorities together to ensure that it remains focused on the most important issues where TNTP can provide the most helpful support.

Section 1.3. Compensation: OUSD agrees to pay TNTP \$30,000, which is the total cost of TNTP's services under this Agreement ("Client Fee"). TNTP shall invoice the Client for the total Client Fee according to the following schedule:

Invoice Date	Invoice Amount
March 15, 2015	\$15,000
April 30, 2015	\$15,000

TNTP'S failure to timely invoice will not constitute a waiver of any of TNTP'S rights hereunder or constitute a breach by TNTP of this Agreement. OUSD will make all reasonable efforts to pay TNTP through Electronic Funds Transfer or Wire and shall provide TNTP on the date of this Agreement with all necessary documents to facilitate the same. If there are disputed amounts on any invoice, the balance of such invoice, after deducting any disputed amounts, shall be paid in full when due and payable, and the disputed amounts shall be presented to TNTP for resolution as soon as such disputed amounts have been determined by OUSD. If any invoice is not paid in full within ten (10) days of the due date, OUSD will pay a late fee equal to one percent (1%) of such late payment, and will pay an additional one percent (1%) for each thirty (30) day period that the invoice remains unpaid. OUSD shall not be obligated to compensate TNTP for, and TNTP shall not be obligated to provide, services to be performed after termination of this Agreement.

ARTICLE II
Termination

If at any time either of the parties believes that the other party has materially breached its obligations hereunder, written notice shall be given setting forth the asserted breach and providing an opportunity to cure the same within thirty (30) days after such written notice. If the asserted breach shall not have been cured to the reasonable satisfaction of the party providing the written notice, that party may elect to terminate this Agreement upon written notice to the breaching party.

ARTICLE III
Indemnification

Section 3.1. By TNTP. TNTP will defend, hold harmless and indemnify Client from and against any damages and expenses (including reasonable attorneys' fees and expenses) relating to any claims for personal injury or tangible property damage due to the negligent acts or omissions or willful misconduct of TNTP during the Term.

Section 3.2. By Client. Client will indemnify, save and hold harmless TNTP from and against any and all damages, losses, claims, liabilities, demands, charges, suits, penalties, costs and expenses (including court costs and reasonable attorneys' fees and expenses incurred in investigating and preparing for any litigation or proceeding) TNTP may sustain, arising out of any claims for personal injury or tangible property damage due to the negligent acts or omissions or willful misconduct of Client during the Term.

Section 3.3. Survival. This Article III shall survive the termination of this Agreement.

ARTICLE IV

Relationship of the Parties

Client and TNTP intend that an independent contractor relationship be created by this Agreement, and nothing herein will be construed as creating an employer/employee relationship, partnership, joint venture or other business group or concerted action. Client will have no responsibility with respect to TNTP personnel to comply with federal, state and city withholding requirements pertaining to taxes, workers' compensation, social security, unemployment compensation, disability and other insurance requirements and obligations imposed on an employer of personnel and will not withhold monies from the payments made to TNTP with respect to the same. Client will not cover TNTP personnel under any pension or other fringe benefit offered to Client. Client will have no responsibility for incidents of employment or other actions or inactions by TNTP. The parties acknowledge that the individuals recruited and trained pursuant to this Agreement will not be employed by TNTP

ARTICLE V

Limitation of Liability

Except for a party's indemnification obligations under this Agreement: (i) in no event shall either party be liable for any indirect, consequential, special, incidental or punitive damages arising from or relating to performance under this Agreement, and (ii) in no event shall either party's liability for any and all claims arising out of or relating to its performance under this Agreement exceed the amounts paid by or payable by the Client hereunder.

ARTICLE VI

Miscellaneous

Section 6.1. Notices. All notices required by this Agreement will be in writing and either personally delivered or mailed by regular mail, postage prepaid, to such party at its address specified on the first page of this Agreement or to such other address as such party may designate by notice given in accordance herewith. If to TNTP, the notice will be to the attention of Ariela Rozman, Chief Executive Officer. If to Client, the notice will be to the attention of the then current Superintendent.

Section 6.2. Governing Law. This Agreement will be interpreted and construed under and governed and enforced by the laws of the State of California without reference to choice of law rules. The Parties agree and consent to the jurisdiction of and venue in the state or federal courts in the city and state of New York in all disputes arising out of or relating to this Agreement.

Section 6.3. Modifications. Neither this Agreement nor any provision hereof may be modified, amended, supplemented, waived, discharged, or terminated except in a writing signed by the parties hereto. No failure or delay in exercising any right or remedy hereunder shall constitute a waiver of such, any other, right or remedy.

Section 6.4. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, representations and agreements, if any, with respect to the subject matter hereof.

Section 6.5. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. For purposes hereof, a facsimile or portable document format (pdf) signature will be considered an original signature.

Section 6.6. Assignability. Neither party may assign this Agreement or any of the rights or obligations hereunder, in whole or in part, without the prior written consent of the other party.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties, on the dates indicated below, have caused their duly authorized representatives to execute this Agreement, which shall be effective as of the Effective Date.

Oakland Unified School District

By: [Signature]
Date: 3/11/15
Name (print): BRIGITTE MARSHALL
Title: CHIEF TALENT OFFICER


The New Teacher Project, Inc.

By: [Signature]
Date: 3.10.15
Ariela Rozman
Chief Executive Officer
p.p.: [Signature]

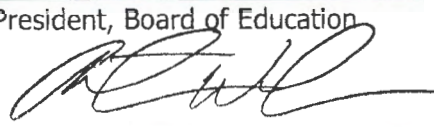
[Signature]
GT

New Teacher Project ("TNTP")
MOU

Oakland Unified School District




Brigitte Marshall, Chief Talent Officer



President, Board of Education

Superintendent and Secretary, Board of Education

Approved as to Form



Jacqueline P. Minor, General Counsel

File ID Number: 15-0666
Introduction Date: 6/10/15
Enactment Number: 15-0874
Enactment Date: 6/10/15
By: o/a

SAM Search Results
List of records matching your search for :

Search Term : The* New* Teacher* Project* Inc.*
Record Status: Active

ENTITY	NEW TEACHER PROJECT, INC THE	Status:Active
DUNS: 800590452	+4:	CAGE Code: 490G4 DoDAAC:
Expiration Date: Aug 18, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 186 JORALEMON ST FL 3		
City: BROOKLYN		State/Province: NEW YORK
ZIP Code: 11201-4326		Country: UNITED STATES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/8/2015

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 B R Alexander & Co., Inc. 50 Congress Street Suite 530 Boston MA 02109	CONTACT NAME: Lisa Chiampi PHONE (A/C No. Ext): (617) 720-6333 FAX (A/C. No.): (617) 723-7475 E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: <u>Utica Mutual Insurance Company</u> INSURER B: <u>Executive Risk Indemnity, Inc.</u> 44792 INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
INSURED The New Teacher Project, Inc. Attn: Matthew King 186 Joralemon Street, Suite 300 Brooklyn NY 11201	

COVERAGES **CERTIFICATE NUMBER:** CL1492906758 **REVISION NUMBER:**

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	ADDC/INSR	SUBR/WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		CPP2918836	9/30/2014	9/30/2015	EACH OCCURRENCE \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ Excluded
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			CPP2918836	9/30/2014	9/30/2015	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CULP2918835 (Follow Form)	9/30/2014	9/30/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	W2918832	9/30/2014	9/30/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability			82107904	9/30/2014	9/30/2015	Each Wrongful Act @ \$1,000,000 With \$25,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The Oakland Unified School District is included as Additional Insured as respects General Liability coverage shown above to the extent of TNTP'S indemnification obligation under the MOU, dated March 11, 2015, by and between The New Teacher Project, Inc. and Oakland Unified School District

CERTIFICATE HOLDER

Oakland Unified School District
 1000 Broadway
 Oakland, CA 94607

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

 Lisa Chiampi/DG2

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

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 individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input checked="" type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/portal/public/SAM/)
	<input type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input type="checkbox"/> For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OUSD Staff Contact Emails about this contract should be sent to: (required) Mary Jo Schneider

Contractor Information

Contractor Name	The New Teacher Project		Agency's Contact	Jen Moon Douglass			
OUSD Vendor ID #	V054431		Title	Partner, Talent Management			
Street Address	186 Joralemon Street, Ste 300		City	Brooklyn	State	NY	Zip 11201
Telephone	415-828-6015		Email (required)	jen.douglass@tntp.org			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input 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	03/10/2015	Date work will end	06/30/2015	Other Expenses	\$
Pay Rate Per Hour (required)	\$	Number of Hours (required)			

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
1442	Educator Effectiv.	944-1442-101	5825	\$ 30,000.00
			5825	\$
			5825	\$

Requisition No. (required) R0153846 **Total Contract Amount** \$ 30,000.00

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.epls.gov/epls/search.do>)

1.	Administrator / Manager (Originator) Name <u>Mary Jo Schneider</u> Phone <u>510-879-0197</u>
	Site / Department <u>Talent Development Division</u> Fax <u>510-879-0228</u>
	Signature <u>Mary Jo Schneider</u> Date Approved <u>03/30/2015</u>
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"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)
	Signature _____ Date Approved _____
3.	Regional Executive Officer
	<input 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
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under _____, Over \$50,000
	Signature <u>[Signature]</u> Date Approved <u>03/30/15</u>
	Signature _____ Date Approved _____
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	