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Introduction Date	11-20-13
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Enactment Date	11-20-13



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Thriving Students.

Memo

To Board of Education

From Jacqueline Minor, General Counsel

Board Meeting Date November 20, 2013

Subject **AGREEMENT WITH LEADERSHIP ASSOCIATES TO CONDUCT SUPERINTENDENT SEARCH**

Action Requested Ratification of Agreement with **LEADERSHIP ASSOCIATES TO CONDUCT SUPERINTENDENT SEARCH.**

Background By Board Enactment 13-2190, at its regularly scheduled meeting on October 23, 2013, the Board authorized the General Counsel, subject to ratification by the Board, to negotiate and enter into contract with LEADERSHIP ASSOCIATES for the purpose of providing specialized search services in the District's search for a superintendent.

Discussion
One paragraph summary of the scope of work.

The Superintendent Search will be led by **LEADERSHIP ASSOCIATES** of La Quinta, California, an executive search firm specializing in superintendent searches. The term of the Agreement is November 1, 2013 to no later than June 30, 2014, unless the District terminates this Agreement. The fees are not to exceed \$42,000, payable in two installments: 1) The first installment is due following completion of the Phase I of the search, which includes: the initial meetings with the Board, staff and community input, development of the Superintendent profile and job description and presentation to the Board of the results of the community survey which will be posted on the Board's website. The fees for Phase I is \$24,000. 2) The second installment is due following completion of Phase II of the search, which includes: advertising, recruitment and reference checking, selection of the finalists, interviews with the finalists, including the community meetings, visit to the finalist(s) district and support for preparation of the new Superintendent's contract. The Phase II final payment is \$18,000.

The Agreement also provides that if the Board is dissatisfied with the Superintendent within eighteen months from the date of employment



of the Superintendent, and if the Board of Education has not changed, **LEADERSHIP ASSOCIATES** will conduct a new Superintendent search at no cost to the District, except for expenses.

Recommendation

Ratification of Agreement with **LEADERSHIP ASSOCIATES TO CONDUCT SUPERINTENDENT SEARCH.**

Fiscal Impact

Funding resource name: GP \$42,000

Attachments

- Agreement

AGREEMENT
BETWEEN THE
OAKLAND UNIFIED SCHOOL DISTRICT
AND
LEADERSHIP ASSOCIATES, EXECUTIVE SEARCH FIRM

This Agreement is entered into between the Oakland Unified School District ("District" or "OUSD") and **LEADERSHIP ASSOCIATES** of La Quinta, California, an executive search firm specializing in Superintendent Search. At its regularly scheduled meeting on October 23, 2013 the Governing Board of the District ("Board") authorized the General Counsel of the District, subject to ratification by the Board, to negotiate and enter into contract with **LEADERSHIP ASSOCIATES** for the purpose of providing specialized search services in the District's search for a superintendent. **LEADERSHIP ASSOCIATES** is desirous of providing such services. The parties agree as follows:

1. Term. **LEADERSHIP ASSOCIATES** shall commence work immediately upon both Parties' execution of this Agreement. The work shall be completed no later than June 30, 2014, unless the District terminates this Agreement as provided below. The Agreement may be extended by mutual agreement of the Parties.

2. Fees and Expenses.

2.1 The District agrees to pay **LEADERSHIP ASSOCIATES** for services satisfactorily rendered pursuant to this Agreement in the amount of \$42,000, paid as provided in Section 2.3 below.

2.2 The parties agree that any services requested by the District after the new superintendent is hired and the search is closed, will be billed as an additional fee. This fee will be determined based upon the services requested and agreed to in writing prior to the services being rendered.

2.3 The District agrees to pay **LEADERSHIP ASSOCIATES** in two (2) instalments. The first installment is due following completion of the Phase I of the search, which includes: the initial meetings with the Board, staff and community Input, development of the Superintendent profile and job description and presentation to the Board of the results of the community survey which will be posted on the Board's website. The fees for Phase I shall be \$24,000. The second installment is due following completion of Phase II of the search, which includes: advertising, recruitment and reference checking, selection of the finalists, interviews with the finalists, including the community meetings, visit to the finalist(s) district and support for preparation of the new Superintendent's contract. The Phase II final payment shall be \$18,000.

LEADERSHIP ASSOCIATES shall invoice the District within 30 days of the completion of Phase I and within 30 days after the new Superintendent executes her/his employment agreement with the District.

2.4 The District agrees to pay **LEADERSHIP ASSOCIATES** within 30 days of submission of an invoice to the District. **LEADERSHIP ASSOCIATES** agrees to submit requests for payment as provided in Section 2.3.

2.5 All invoices for fees and expenses shall be emailed or personally delivered during normal business hours or sent by U.S. Mail to:

Edgar Rakestraw, Jr.
Executive Assistant, Governing Board
Oakland Unified School District
1000 Broadway, Suite 680
Oakland, CA 94607-4099
Edgar.Rakestraw@ousd.k12.ca.us

3. Candidates' Expenses. **LEADERSHIP ASSOCIATES** agrees that the District shall not be liable for the expenses of a candidate without the District's express prior written approval.

4. Services. In addition to the "Overview of Scope of Services for Superintendent Search Process" attached as Exhibit A and hereby incorporated into this Agreement, **LEADERSHIP ASSOCIATES** agrees to provide the following services:

- a. Conduct all aspects of the recruitment process as directed by the Board.
- b. Review position requirements and interview, survey and conduct focus groups to solicit opinions from Board members, senior District staff, elected officials and various District stakeholders to help define the leadership attributes and leadership profile needed in a superintendent.
- c. Work with staff and the Board to develop a plan and timeline for the search that includes community involvement while balancing the need for confidentiality of applicants.
- d. Meet with Board and with individual Board members to assess Board priorities, goals, and objectives in order to assist the Board in determining and articulating criteria and qualifications necessary for selecting a Superintendent of Schools.
- e. Develop and implement a plan to provide and facilitate community input and engagement regarding desired superintendent skills, characteristics, and qualifications. Such a plan which may include focus groups, surveys and large community meetings, must include all school system stakeholders, including parents and parent organizations, employees, the business community, District partners, and key elected officials.
- f. Prepare and distribute materials (e.g. leadership profile, survey results) as necessary to advertise position.
- g. Assist the Board in developing an appropriate compensation package for the Superintendent that facilitates a successful recruitment effort.
- h. Advertise nationally, statewide and in the Bay Area and recruit qualified candidates.

- i. Screen all applications using criteria to be developed with the Board (but provide summary of all candidates to the Board.)
- J. Conduct appropriate background checks and interviews of qualified applicants and include the results as part of the information provided to the Board for those recommended for consideration by Board.
- k. Coordinate and facilitate the interview process.
- l. Evaluate and rank the qualified applicants in accordance with criteria developed in conjunction with the Board.
- m. Maintain strict confidentiality throughout the search process as directed by the Board.
- n. Prepare reports and recommendations to the Board, as requested at intervals established by the Board.
- o. Provide any other assistance to the Board as necessary to facilitate its final selection of a superintendent for a term to begin on July 1, 2014.
- p. Assist the Board in developing a transition plan, including some overlap between Dr. Yee and the new Superintendent.

5. Confidentiality. LEADERSHIP ASSOCIATES will preserve the confidential nature of any information that becomes available to it, including that information which is obtained during the closed session of the Board.

6. Termination. The District may terminate this Agreement at any time with 30 days prior written notice to **LEADERSHIP ASSOCIATES**. In the event the District terminates this Agreement prior to the selection of a new Superintendent, the District agrees to pay **LEADERSHIP ASSOCIATES** for services satisfactorily provided and expenses reasonably incurred through the date of the termination.

7. Satisfaction Guaranteed. If the Board is dissatisfied with the Superintendent within eighteen months from the date of employment of the Superintendent, and if the Board of Education has not changed, if either party (i.e., the District or new Superintendent) dissolves that relationship by resignation or termination within the first eighteen month period of the initial employment, **LEADERSHIP ASSOCIATES** will conduct a new Superintendent search at no cost to the District, except for expenses, and in accordance with all other terms set forth herein.

8. MISCELLANEOUS PROVISIONS

- a. **Laws Governing Contract.** This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Alameda, in the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be referred to mediation before, and as a condition precedent to, the

initiation of any adjudicative action or proceeding, including arbitration. The Parties further agree that the final resolution of any dispute in the event mediation is not successful shall be by binding arbitration.

- b. Time.** Time is of the essence of this Contract.
- c. Severability.** If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.
- d. Assignment.** The Agreement shall not be assigned without the prior written consent of the District.
- e. Status As Independent Contractor.** This is not an employment contract. **LEADERSHIP ASSOCIATES**, in the performance of this Agreement, shall be and act as an independent Contractor. **LEADERSHIP ASSOCIATES** 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. **LEADERSHIP ASSOCIATES** 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 **LEADERSHIP ASSOCIATES'** employees. In the performance of the work herein contemplated, **LEADERSHIP ASSOCIATES** 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.
- f. Insurance.**
- i. Unless specifically waived by OUSD, the following insurance is required:
- If **LEADERSHIP ASSOCIATES** employs any person to perform work in connection with this Agreement, **LEADERSHIP ASSOCIATES** 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.
- ii. **LEADERSHIP ASSOCIATES** 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 **LEADERSHIP ASSOCIATES**. The policy shall protect **LEADERSHIP ASSOCIATES** 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. **LEADERSHIP ASSOCIATES** shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million (\$1,000,000) per claim.
- g. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, **LEADERSHIP ASSOCIATES** 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, **LEADERSHIP ASSOCIATES** agrees to require like compliance by all its subcontractors. **LEADERSHIP ASSOCIATES** 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.
- h. **Indemnification.** **LEADERSHIP ASSOCIATES** agrees to hold harmless, indemnify, and defend the District and its officers, agents and employees from any and all claims or losses resulting from injury, damage, or death of any person, firm or corporation in connection with the performance of this Agreement. **LEADERSHIP ASSOCIATES** also agrees to hold harmless, indemnify and defend the District 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 **LEADERSHIP ASSOCIATES** in connection with the performance of this Agreement. The District shall indemnify and defend **LEADERSHIP ASSOCIATES** from third-party claims or losses that are brought as a result of the services performed under this Agreement, and which are determined by a court of competent jurisdiction to have been caused by the sole negligence or willful misconduct of the District and its officers, agents and employees. This provision survives the termination of this Agreement.
- i. **Assignment.** The obligations of **LEADERSHIP ASSOCIATES** under this Agreement shall not be assigned without the express prior written consent of the District.
- j. **Drug-Free/Smoke Free Policy.** No drugs, alcohol and/or smoking are allowed at any time in any building and/or grounds on District property. No students, staff, visitors, or contractors are permitted to use drugs on these sites.
- k. **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.
- l. **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.

m. Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and 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 vendor does not appear on the Excluded Parties List.

<https://www.sam.gov/portal/public/SAM>

WHEREAS, the parties have agreed upon the above terms and conditions, they have this date set their signatures as evidence of said agreement.

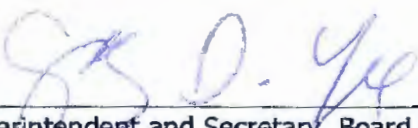
LEADERSHIP ASSOCIATES



File ID Number: 13-2425
Introduction Date: 11-20-13
Enactment Number: 13-2469
Enactment Date: 11-20-13
By:

THE OAKLAND UNIFIED SCHOOL DISTRICT


_____ 11-21-13
President, Board of Education
Oakland Unified School District


_____ 11-21-13
Superintendent and Secretary, Board of Education
Oakland Unified School District

Approved As to Form

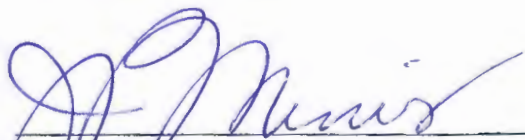
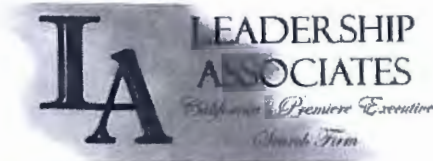

_____ 11-21-13
Jacqueline Minor
General Counsel

Exhibit A



Overview of Scope of Services for Superintendent Search Process for Oakland Unified Board of Trustees

The following is a brief description of each of the key steps of the search process in response to the RFP. We provide this outline to give you an overview, but also for your reference so you know what we are doing on your behalf throughout the search and particularly in the periods of time between our meetings with you. **Our meetings with you are italicized and marked with an asterisk*.**

***Initial Meetings with the Board**

We will meet with the Board once we have been selected to represent your district. At this meeting we will come prepared to discuss all matters addressed in the RFP Scope of Services. These will certainly include the characteristics the Board is seeking in the next superintendent; district strengths and challenges for the future, the process for engaging groups and individuals in the district and community in the search process; the final timeline and meeting dates; Board and Search Firm protocols during the search; possible contract parameters for the new superintendent; potential internal candidates; the Board's liaison with Leadership Associates and spokesperson for the Board; and all other matters addressed in the RFP Scope of Services which the Board may wish to discuss.

We will also meet with Board members individually in person or by phone to learn each member's unique perspectives.

Community and Staff Input

After working with the Board and staff to develop a student, staff, and community engagement plan, we meet with the individuals and groups per your request. (community, staff, students) We share the search process, timeline, answer questions and then solicit input regarding the desired qualities, characteristics, background and experiences of the new superintendent, as well as the key characteristics of the district's culture, district strengths, and future challenges and issues. We spend the time necessary to ensure full input. Opportunities are provided for people to contact us via email, fax or telephone if they were unable to attend the meetings, would like to provide additional information, or prefer to submit their ideas in this manner.

We also have a survey that can be posted on the district website to encourage broader participation of staff and community

We prepare a thorough report containing the comments from each group, individuals, and the survey, and send it to Board members at your homes approximately one week after the input. We follow up with you after you receive the report to review any questions you have.

Exhibit A

Position Description

The position description is prepared reflecting the input we receive on qualities and characteristics desired, a description of the district and community, and key search dates. The Board reviews the draft and makes changes before the description is finalized. The description is then posted on our website and distributed widely and can be posted on the district's website.

Advertising, Recruitment, Reference Checking

After our meetings with the Board, staff and community, we advertise and actively recruit within the Bay Area, statewide, and nationally. We will also conduct reference and data base checks on all potential candidates. All partners participate in this process in order to take advantage of our extensive state and national network. These are very critical activities when we work very hard to find the candidates that best match the district's desires and needs. We verify degrees, credentials and professional experiences. We do extensive confidential reference checking including conversations with people not listed on the candidate's application. We keep the Board informed on a regular basis about the progress of the search

***Selection of Finalists**

This meeting takes 3 - 4 hours. In addition to discussing the candidates we recommend you interview, we will review all applicants explaining our rationale for recommending some and not others. We will rank order candidates as required by the Board.. The Board, however, makes the final decision on those to be interviewed, determines the interview schedule and location. We offer sample interview questions and assist the Board in finalizing them. In addition to making the interview arrangements with the candidates, we provide all the materials the Board needs for the interview, and make logistical arrangements in coordination with the superintendent's assistant.

***Final Interviews**

The board conducts the interviews with the consultants observing and handling all the logistics. We are present during the interviews and will help facilitate discussions assisting the Board as needed to assist you in making your selection of the final candidate. We also assist with various follow up steps that need to be completed and inform all candidates of the outcome.

Visit to the Finalist's District and Contract

The purpose of the visit is to validate the Board's choice prior to the official contract offer. The board will determine who will go on the visit; the consultants will not participate in the visit. We work with the Board and the finalist as needed to develop final parameters for an agreement on the superintendent's contract. We recommend prior discussions with the Board on this topic since it is our intention to recruit candidates who will work within the contract parameters established by the Board.

Public Approval of the New Superintendent

Following the validation visit, the Board takes public action to employ the new superintendent. Leadership will assist the Board and staff with a communication plan and other activities to support the approval of the new superintendent's contract.

Exhibit A

After the New Superintendent is Signed

We provide and review with the new superintendent the Board and community input. We are available to provide additional follow up services as desired. These services will include at no additional cost assistance in developing a transition plan and an initial workshop for the governance team to establish goals for the new superintendent and the superintendent's evaluation process.

Confidentiality: Leadership strongly believes the quality of the applicant pool is directly dependent on confidentiality of the process. Leadership will not divulge the names of interested applicants to any party other than the Board within Closed Session. Reference checks will also be conducted using strategies that will maintain the confidentiality of the process.

Throughout the process Leadership Associates will be available to answer any questions you may have.

HOME OFFICE: CHICAGO, IL
(Herein called the Insurer)

Policy No. ENN593965
Agent No.

**MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE
POLICY
DECLARATIONS**

THIS IS A CLAIMS-MADE AND REPORTED POLICY. CLAIM EXPENSES ARE INCLUDED IN THE LIMIT OF LIABILITY. PLEASE READ THE ENTIRE POLICY CAREFULLY.

All words or phrases (other than captions) printed in bold face are defined in the Policy.

This insurance is issued pursuant to the CA INS s 1760 through CA INS s 1780 and is placed in an insurer or insurers not holding a Certificate of Authority from or regulated by the California Insurance Commissioner.

Item 1. **Named Insured:** Leadership Associates

Item 2. **Mailing Address:** PMB - 455 23052 - H Alicia Parkway
Mission Viejo, CA 92692

Item 3. **Policy Period:** From: 02/18/2013 12:01 A.M. standard time at the
To: 02/18/2014 address of the **Named Insured**

Item 4. **Professional Services:**
Solely in the performance of services as a Executive Search Consultant for others for a fee.

Item 5. **Limits of Liability:**
a. **Each Claim** \$1,000,000
b. **Each Policy Period Aggregate** \$1,000,000

Item 6. **Deductible Amount:** \$2,500

Item 7. **Retroactive Date:** 02/18/2005

Item 8. If checked, coverage for punitive damages is provided.
(Pursuant to the terms and conditions of SECTION II G. 1. b.)

Item 9. **Premium:** \$1,980

Item 10. **Producer:** Crump Insurance Services, Inc.
Mailing Address: 50 California Street - Ste. 2000
San Francisco, CA 94111


Item 11. **Forms and Endorsements forming a part of this Policy at issuance:** S2166-PRFEO ASUIC (9/08),
SOS-CA, SLN-CA (09-11), S2233-PRFEO (12/01), S2221-PRFEO (12/01),

HOME OFFICE: CHICAGO, IL
(Herein called the Insurer)

Policy No. ENN593965
Agent No.

Item 12. Notice required to be given to the Insurer shall be addressed to:

AXIS SURPLUS INSURANCE COMPANY
1201 Walnut, Suite 1800
Kansas City, Missouri 64106



Authorized Representative