

Board Office Use: Legislative File Info.	
File ID Number	14-2512
Introduction Date	1/14/2015
Enactment Number	15-0097
Enactment Date	1/14/15 OA



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
From Antwan Wilson, Superintendent
Board Meeting Date January 15, 2015
Subject Agreement –School Services of California– Oakland Unified School District

Action Requested **Ratification of professional services contract between Oakland Unified School District and School Services of California for lobbying services.**

Background
A one paragraph explanation of why the consultant's services are needed.

The District issued RFP 14-15/09 for State Legislative Advocacy Services in September 2014. The RFP sought proposals from full-service legislative advocacy firms with experience before the California State Legislature, and a strong understanding of education issues related to school districts. The RFP provided that 1) the firm selected will work in a proactive manner to protect and advance OUSD's interest in Sacramento, including developing legislative strategies, monitoring legislation that would impact OUSD, and lobbying the Legislature and State Administration, and 2) schedule necessary meetings with local leadership, as well as coordinate legislative meetings for Board of Education and OUSD staff traveling to Sacramento. Four firms responded to the District's RFP. After a rigorous selection process, the District selected School Services of California.

Discussion
One paragraph summary of the scope of work.

The term of the Agreement is January 1, 2015 to June 30, 2016 at a monthly retainer not to exceed \$3,750 per month or \$67,500 for the term of the contract.

Recommendation **Ratification of professional services contract between Oakland Unified School District and School Services of California for lobbying services**

Fiscal Impact Funding resource name: (GP) not to exceed \$67,500.

Attachments

- Professional Services Contract including scope of work with Exhibits A and B

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**AGREEMENT
Between
OAKLAND UNIFIED SCHOOL DISTRICT
And
SCHOOL SERVICES OF CALIFORNIA, INC.**

The Oakland Unified School District (hereinafter "the District" or "OUSD") issued REQUEST FOR PROPOSAL RFP 14-15/09 for State Legislative Advocacy Services in September 2014. The RFP sought proposals from full-service legislative advocacy firms with experience before the California State Legislature, and a strong understanding of education issues, and specifically education issues related to school districts. The RFP provided that 1) the firm selected through the RFP process will work in a proactive manner to protect and advance OUSD's interest in Sacramento, including developing legislative strategies, monitoring legislation that would impact OUSD, and lobbying the Legislature and State Administration, and 2) schedule necessary meetings with local leadership, as well as coordinate legislative meetings for Board of Education and OUSD staff traveling to Sacramento. Four firms responded to the District's RFP. After a rigorous selection process, the District selected **SCHOOL SERVICES OF CALIFORNIA, INC.**

TERMS AND CONDITIONS

- 1.1 **Term of Agreement.** The term of this Agreement shall be January 1, 2015 to June 30, 2016 and may be extended by written agreement of both parties.
- 1.2 **Scope of Work.** During the initial term of this Agreement, CONSULTANT'S work plan shall incorporate the elements and commitments in Section 4.4 of CONSULTANT'S response to the RFP. Section 4.4 is incorporated by reference into this Agreement as Exhibit A.
- 1.3 **Fees.** CONSULTANT'S monthly retainer for the 18 month initial term of the Agreement shall not exceed \$3,750, which amount includes expenses as detailed in Section 4.6 of the response to the RFP, which is attached hereto and incorporated by reference as Exhibit B.
- 1.4 **Simultaneous Services by Consultant to Other Clients.** The District acknowledges its understanding that Consultant is actively involved in furnishing services similar to those provided by this contract for other clients. Consultant shall not be limited in any way in performing services for other clients that do not prevent it from discharging its obligations under this Agreement.
- 1.5 **Due Diligence and Lack of Warranty.** CONSULTANT shall exercise due diligence and its best efforts in performing the services required by this Agreement. Consultant makes no warranty, express or implied, as to the results of the services provided.
- 1.6 **Notice of Termination.** OUSD may at any time terminate this Agreement upon not less sixty (60) days written notice to CONSULTANT. OUSD shall compensate CONSULTANT for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this agreement for cause should CONSULTANT fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor.

If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONSULTANT shall pay the additional cost. OUSD's right to terminate this Agreement is not its exclusive remedy but is in addition to all other remedies available to the OUSD by law, in equity, or under the provisions of this Agreement. Upon any termination of this Agreement, CONSULTANT shall immediately provide OUSD with complete and accurate copies or originals - where appropriate - of all documents in its possession belonging to OUSD. CONSULTANT further agrees to do all other things reasonably necessary to cause an orderly transition of services without detriment to the rights of OUSD.

- 1.7 **Choice of Laws.** This Agreement is governed by the laws of the State of California.
- 1.8 **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.
- 1.9 **Non- 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. In addition, CONSULTANT agrees to require like compliance by all of its subcontractor(s).
- 1.10 **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.

2. AREAS OF AUTHORITY

- 2.1 **Independent Contractor.** This is not an employment contract. CONSULTANT, is an independent contractor or business entity, and will be responsible for operations and management of its employees to sufficiently carry out the agreed upon Scope of Work. CONSULTANT 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 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 with respect to CONSULTANT's employees. 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.
- 2.2 **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.

- 2.3 **Ownership of Documents.** All documents created by CONSULTANT pursuant to this Agreement, including but not limited to reports, designs, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by CONSULTANT, are and shall be at the time of creation and thereafter the property of the OUSD, with all intellectual property rights therein vested in the OUSD at the time of creation. The OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of CONSULTANT or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the OUSD. CONSULTANT may retain a copy of all materials produced under this Agreement for its use in its business activities.
- 2.4 **Confidentiality.** The CONSULTANT and all CONSULTANT's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information and documents received that are labeled as confidential. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

3. INDEMNIFICATION

CONSULTANT shall indemnify and save harmless the District and its officers, State Trustee, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of CONSULTANT or loss of or damage to property, arising directly or indirectly from CONSULTANT's performance of this Agreement, except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of the District and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on CONSULTANT, its agents or employees. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and the District's costs of investigating any claims against the District.

In addition to CONSULTANT's obligation to indemnify the District, CONSULTANT specifically acknowledges and agrees that CONSULTANT has an immediate and independent obligation to defend the District from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to CONSULTANT by the District and continues at all times thereafter.

4. BILLING

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

Yana Smith
Oakland Unified School District
Yana.smith@ousd.k12.ca.us

- b. The District will pay only the actual costs for reasonable expenses not included in Exhibit B without any premiums or markups.
- c. The District retains the right to audit all bills or files that are or have been the subject matter of any billing in the past. Such an audit will require CONSULTANT to produce any and all documentation that would support the billing submitted by CONSULTANT.

CONSULTANT will produce any individual who has submitted billing on behalf of the firm, as well as any firm personnel who would have knowledge or information regarding any billing, and the firm shall produce such persons to answer any and all questions regarding the billings. CONSULTANT acknowledges that the District may utilize its own personnel, an outside auditing service, or such other company or service to perform such audits.

5. WAIVER

Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

6. MODIFICATION OF AGREEMENT

The parties may amend this Agreement in writing by mutual consent. Changes, including any increase or decrease in the amount of the CONSULTANT's compensation, shall only be effective upon proper Board approval and execution of a duly authorized written amendment to this Agreement.

7. COMPLIANCE WITH LAWS

CONSULTANT shall keep itself fully informed of the applicable state and federal law affecting the performance of this Agreement, including but not limited to any and all restrictions and requirements of the Lobbying Disclosure Act, and shall at all times comply with such laws as they may be amended from time to time.

8. 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.

9. ENTIRE AGREEMENT

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

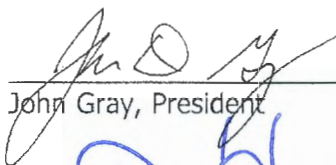
10. SEVERABILITY

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.

11. 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>

IN WITNESS WHEREOF, the parties hereto agreed to be bound and have executed this Agreement.



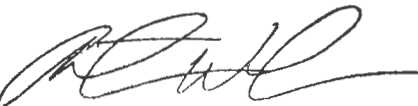
John Gray, President

Date: 12-8-14



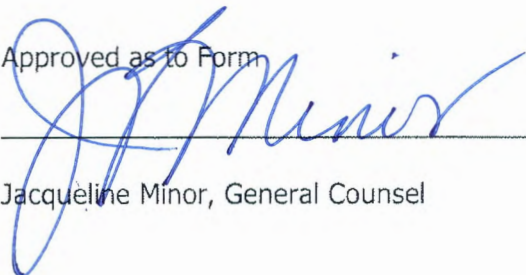
President, Board of Education
Oakland Unified School District

Date: 1/15/15



Superintendent and Secretary
Board of Education
Oakland Unified School District

Date: 1/15/15

Approved as to Form


Jacqueline Minor, General Counsel

File ID Number: 14-2512
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By: o.d.

EXHIBIT A

4.4 Proposed Method to Accomplish Work

As OUSD's legislative advocate, our first step will be to work with the Superintendent and his appointees to develop a legislative agenda based on OUSD's legislative priorities. Our team will draft legislation, analyze bills and State Budget proposals affecting all aspects of public education policy and funding, assist the OUSD in developing positions, and communicate those positions by testifying on behalf of the OUSD or preparing OUSD representatives for testimony, communicating with legislators, members of the Administration, and other educational organizations—both those who share the OUSD's vision and those that may oppose. We will also keep in regular contact with OUSD of our activities and accomplishments through conference calls, monthly legislative and bill reports, and weekly updates.

Our services go far beyond the "6 o'clock news" style of reporting major Capitol events. Our governmental relations specialists are fully supported by our staff of expert analysts. These are the people to whom all school districts in California turn to stay abreast of both deep and broad educational issues and analysis.

Creation of Advocacy Strategy and Program—Winter 2015

Upon completion of the selection process, we will meet with the Superintendent or designee, Cabinet, and any other participants selected by OUSD for the purpose of creating a legislative platform. We will suggest areas that we believe will be important to OUSD, and we will suggest positions on those issues, but we will also provide ample opportunity for input of ideas by the OUSD Superintendent and staff. From this rich discussion, we will draft and present a legislative strategy and platform for your approval.

There will be numerous issues affecting OUSD in the coming years, including:

- LCFF—Enactment of the LCFF was an historic change for the way schools are funded in California; the successful implementation of the LCFF will be a key priority for districts over the next several years. Legislators are already proposing changes to the formula, some of which would weaken the formula, others of which could be an improvement.
- Local Control and Accountability Plan (LCAP)—The LCAP is intended to provide transparency in educational priorities and opportunity for community input into the operations of school districts and COEs; this document, too, is already subject to legislative proposals to make it more constraining on local educational agencies (LEAs).
- Adult Education and Career-Technical Education (CTE)—These programs were frozen in place with the enactment of the LCFF. For Adult Education and CTE, new programs will be shaped before the expiration of the maintenance of effort requirements in place through 2015-16, likely with increased coordination between K-12 education and community colleges.

- California State Teachers' Retirement System (CalSTRS)—The state quickly implemented a funding plan for CalSTRS unfunded liability, which is significantly affecting district's budgets and negotiations as employer and employee contribution rates increase.
- Charter Schools—There are now approximately the same number of charter schools as school districts in the state of California and enrollment is projected to continue to grow. Legislation is introduced each year to both limit and expand charter schools in California, with the Legislature attempting to strike a balance.
- Early Childhood Education—A major priority of key legislators, 2014-15 will bring a significant expansion in the area of early childhood education through increased access for preschool. And there may be more proposals on the horizon as the Legislature attempts to provide high-quality early education universally.
- Special Education—While untouched by the LCFF, the state has created a Statewide Special Education Task Force that could significantly reshape how students with disabilities are both educated and funded in California through its recommendations.

The legislative platform is the cornerstone of our representation services and is very important in that it sets the tenor and strategy for identifying and responding to issues in OUSD. Whenever a bill is introduced, or administrative action is proposed regarding the most important issues in the legislative platform, our team is energized to represent your views.

A Presence in Sacramento—Winter 2015 and Throughout

With a strong legislative agenda in hand, we will arrange Capitol visits and meetings with legislators, members of the Administration, and leaders in state government with the OUSD. In the era of term limits, it is critical to establish and maintain relationships with local legislators as well as influence policy and budget decision makers. Our goal is to ensure that you always have a strong Capitol presence and access to the key decision makers who formulate education policy for the state of California.

The rapid pace of legislation, interpretation by state agencies, and the ability to influence outcomes require a strong presence in Sacramento that is maintained on a daily basis and is attuned and alert to issues that have an effect upon or are of interest to OUSD. To this end, our first level of support is the establishment of that daily presence, which is provided by our registered lobbyists.

Our on-the-scene lobbyists are in the Capitol building every day, and they gather information, vet it through the best sources available, and report this information to both OUSD as our client and to other members of our staff who can apply practical school agency experience to the assessment of the impact on OUSD. Our highly experienced school agency experts then assess the impact of any new information on the OUSD and organize the analysis in a meaningful manner. You will be involved in all priorities, strategies, and choices, but we will be your expert eyes and ears to ensure that you are able to influence outcomes at every juncture.

Whether you have instructed us to take a “support” or “oppose” position on a bill or topic, we will draft letters articulating OUSD’s position to the Committee, its staff, and other key decision makers; appear at every hearing on that bill; and represent your position to the Committee. We will also work with legislators to seek amendments, which might make their bills acceptable or advantageous to OUSD. Additionally, we will register your position on each bill or issue with appropriate legislative staff and members of each of the committees before which the bill will be heard.

High-Quality Analysis of Issues and Effects—Throughout

A single sentence in a proposed action by the state can be harmless or it can seek to overturn the very foundations of public education. Issues such as vouchers, taxes, statewide facility bonds, student testing, local control, instructional materials, and changes to governance have emerged in the past and will emerge again in the future. It is, therefore, important that every proposed action by the Legislature or any state agency be observed with a watchful and critical eye.

We, therefore, go far beyond the superficial descriptions that are often available to the public and investigate the true long- and short-term impact of major initiatives of all types. For one small example, it has been widely reported the state’s two major pension systems are underfunded by billions of dollars. But SSC’s analysis was the first to show that left unchecked, remediation could cause employer contributions to more than double. Our detailed analysis is a key tool in the development of other less onerous alternatives for restoring solvency to the pension funds.

No other firm has a 40-year history of serving as “Public Education’s Point of Reference” (see the famous SSC pencil on the cover of this proposal). When it comes to analysis of issues, our resources are unsurpassed. This expertise will be reflected in the regular reports, calls, and meetings between our team and OUSD.

A Presence in Oakland—Throughout

To be effectively used in the formation of policy, information has to be shared with the OUSD Superintendent and staff. The information has to be accurate, relevant, and delivered on a timely basis. There are times when the best way to communicate is through the use of both regularly scheduled and “as necessary” face-to-face meetings.

We will work with you to develop an appropriate schedule of in-person or conference call meetings. In addition to the biannual meetings with the Board and OUSD staff, monthly or bimonthly in-person meetings or conference calls with the Superintendent or his representative and the Cabinet might be appropriate. In the end, the client determines the frequency, level, and type of support desired.

We will help you to get the facts into the hands of participants so that together you can be guided to an informed discussion and decision. In the end, our goal is to influence legislation on your behalf so that every district benefits to some extent and none are disadvantaged. That won’t

always be possible, but you will know we fought the good fight and got the best outcome achievable.

Communication—Throughout

Real-time, often daily, access by OUSD to our team and corresponding access by our team to the OUSD Superintendent and staff is fundamental to our services. We will provide you with our personal cell phone numbers, and we will ask for yours. Email, phone calls, personal visits, and meetings are all used to keep you informed.

You can expect that during critical times we will request meetings, conference calls, or that officials of the OUSD be available to testify before the Legislature to ensure that your voice is heard. We will report the facts to you along with options for action. We will make recommendations for strategies to ensure that OUSD's best interests are served.

Beyond that, you will receive full, real-time information as critical events unfold. Our representation is a two-way street; you set the direction, and we assist in getting you there.

We also provide bill tracking and analysis services. We will keep you up to date on the broader range of issues that are working their way through the Capitol. This will help you to see the state's competing priorities and how our issues might compare in a broader sense.

We will provide separate and much more comprehensive reporting on bills and issues that are identified as having a particularly important impact on OUSD. But our broader bill reporting is again designed to give you immediate access to timely information regarding the larger picture.

Fair Political Practices Expertise and Reporting—Quarterly

Fair Political Practices Commission (FPPC) reporting is precise, onerous, and legally required. To avoid mistakes and the imposition of an administrative burden on OUSD, we will gather the information from you and perform the FPPC reporting services.

EXHIBIT B

4.6 Cost Estimate

Throughout this proposal, we have detailed a level of service that we think is appropriate. This is the level of service we would want to have if our positions were reversed. In fact, for some of us who were SSC clients before joining the firm, this is very similar to the level of service we expected; we eat our own cooking. We are, however, able to render any level of service you desire. If you desire a different level of service, we would be pleased to adjust our proposal and pricing accordingly.

No matter the hours, SSC is committed to accomplishing a goal. Our standard hourly rates are provided below for reference; however, our team works until the job is done.

Classification	Hourly Rate (2014-15)	Total Anticipated Hours
Directors	\$215	270 (total)
Support Staff	\$105	75

We propose a contract for January 1, 2015, through June 30, 2016, of \$67,500, including \$1,500 for expenses. The expenses assume three requisite daytime trips to meet with the Board and OUSD staff at OUSD office, plus three additional in-person meetings, materials, and reproduction costs. If more (or fewer) in-person meetings are desired, we are happy to accommodate and adjust the contract as necessary.