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Introduction Date	1-14-15
Enactment Number	15-0095
Enactment Date	1/14/15 02



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
From Antwan Wilson, Superintendent
Board Meeting Date December 10, 2014
Subject **Agreement with SEEDS: Services That Encourage Effective Dialogue and Solutions**

Action Requested **Ratification by the Board of Education of the Agreement between the District and SEEDS: Services That Encourage Effective Dialogue and Solutions**

Background SEEDS is being retained on a short term basis to provide support to the faculty and principal at Joaquin Miller Elementary School. SEED will draft and analyze a faculty survey for the Staff and faculty at Joaquin Miller and provide targeted leadership support to address communications, meeting design and decision making.

Discussion The term of this agreement is October 15, 2014 to June 30, 2015 and may be extended for an additional year by written agreement of both parties, the cost is not to exceed \$7,000 (SEED is providing a \$2,000 discount to the District).

Recommendation Ratification by the Board of Education of the Agreement with SEEDS

Fiscal Impact General Purpose, not to exceed \$7,000

Attachments

- Agreement

AGREEMENT

Between

Oakland Unified School District

And

SEEDS: Services That Encourage Effective Dialogue and Solutions

This Agreement, effective as of **October 15, 2014**, is by and between the Oakland Unified School District ("OUSD" or the "District"), and **SEEDS: Services That Encourage Effective Dialogue and Solutions ("Consultant")**.

1. SCOPE OF SERVICE

Consultant is being retained to draft and analyze a faculty survey for the Staff and faculty at Joaquin Miller Elementary School, and provide targeted leadership support to address communications, meeting design and decision making.

2. TERMS AND CONDITIONS

- 2.1 **Term of Agreement.** The term of this agreement shall be October 15, 2014 to June 30, 2015 and may be extended for an additional year by written agreement of both parties.
- 2.2 **Fees.**

The cost is \$9,000. Consultant is providing a sliding scale discount to the District. The District will pay \$7,000 for all services to be provided under this Agreement.
- 2.3 **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. 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.
- 2.4 **Choice of Laws.** This Agreement is governed by the laws of the State of California.
- 2.5 **Conflict of Interest.** CONSULTANT affirms to the best of her knowledge, there exists no actual or potential conflict of interest between CONSULTANT's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- 2.6 **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No

students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.

- 2.7 **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.
- 2.8 **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

3. AREAS OF AUTHORITY

- 3.1 **Independent Contractor.** This is not an employment contract. CONSULTANT is an independent contractor. CONSULTANT understands and agrees that she is not an officer, employee, agent, partner, or joint venture of OUSD, and is not entitled to benefits of any kind or nature normally provided or entitled to employees of OUSD, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT shall assume full responsibility for payment of all Federal, State, and local taxes or contributions necessary to do business in the State of California, including unemployment insurance, social security and income taxes. In the performance of the work herein contemplated, CONSULTANT is an independent contractor, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
- 3.2 **No Rights in Third Parties.** This agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 3.3 **Copyright/Trademark/Patent/Ownership.** CONSULTANT understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD.
- 3.4 **Confidentiality.** The CONSULTANT 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.

4. **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.

5. **BILLING**

a. Bills for CONSULTANT fees and expenses should be submitted and monthly to unless otherwise agreed. Bills or invoices should be emailed to:

Jacqueline.minor@ousd.k12.ca.us

and

cindee.lajoure@ousd.k12.ca.us

b. The District will not pay for amounts not reflected on bills or invoices.

6. **ENTIRE AGREEMENT**

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

7. **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.

8. **EXCLUDED PARTIES**

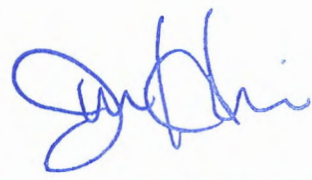
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this

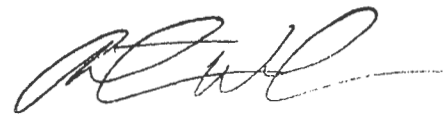
contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

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

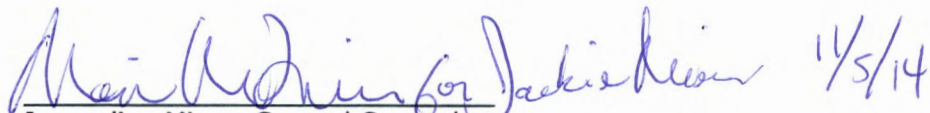

Allen Smith, Chief of Schools


**SEEDS: Services That Encourage
Effective Dialogue and Solutions**


President, Board of Education
Oakland Unified School District


Antwan Wilson
Secretary, Board of Education

Approved As to Form


Jacqueline Minor, General Counsel ^{by} Marion McWilliams 1/5/14

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Enactment Date: 1/14/15
By: OD

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 Lock Record From Update

PR: R0152310...
 PO: ...
 Status: PR ▼
 Sec Cd: 9460 ▼
 Aprv: APRV

Vendor	RemitTo	ShipTo	BillTo	Reqst'd	Aprv'd	Printed	Details	Dates	Blanket	Req. Codes
V055908 ...			Addr: P1 ▼	By: LA JOURE, CINDEE			Confirm: THIS IS NOT A PO			
SEEDS Community Resolution Center 2530 SAN PABLO AVENUE, SUITE A				Date: 11/12/2014 ▼			Account:			
BERKELEY CA 94702				PO Total: \$7,000.00			Bid #:			
							Contract #:			Terms
							End Use:			
							Buyer: BUYR11 ...			

Items	Association Codes		Notes	
Item Numl	Quantity	Units	Description	Amount
0001	7,000	EA	SEEDS = Open PO for services per contact	1.00GL 9469
0002	0			0.00GL

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 Record 1 of 1
 Lock Record