

Board Office Use: Legislative File Info.	
File ID Number	13-0703
Introduction Date	5/8/13
Enactment Number	13-0757
Enactment Date	5/8/13



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To The Board of Education

From Tony Smith, Ph.D., Superintendent
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations

VEH

Board Meeting Date
(To be completed by Procurement) 05/08/13

Subject Professional Services Contract -
CS Consulting Oakland CA (contractor, City State)
Human Resources Services and Support (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and CS Consulting. Services to be primarily provided to Human Resources Services and Support for the period of 04/01/2013 through 06/30/2013.

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

As part of OUSD's Central Office resource optimization initiative, OUSD Human Resources Services and Support Department is assisting with and coordinating the work individual departments are doing on their positions in the effort to maximize efficiency and value to OUSD employees, departments and schools. This effort entails the creation of a number of new OUSD Central Office positions whose scope and compensation must align with industry and district standards and fit with changes being made across departments within the larger context of district-wide reorganization.

Discussion
One paragraph summary of the scope of work.

The work of position creation entails meticulous and in-depth analysis of district and industry standards for duties as well as compensation, as well as careful study of the intent of each proposed position in the context of department and district need and restructuring. OUSD's Compensation and Classification Supervisor is not able to meet the immediate demand imposed by the simultaneous creation of literally dozens of positions within a few weeks. The consultant has extensive experience and expertise in organizational analysis and design, including substantive work with OUSD including large-scale reorganization of 300-staff Adult Education department between 2007-2009.

Recommendation Ratification of professional services contract between Oakland Unified School District and CS Consulting. Services to be primarily provided to Human Resources Services and Support for the period of 04/01/2013 through 06/30/2013.

Fiscal Impact Funding resource name (please spell out) Unrestricted
not to exceed \$18,000.00

Attachments

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

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OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and CS Consulting (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 04/01/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Eighteen Thousand dollars and no cents Dollars (\$18,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: no exceptions.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- 4. Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- 5. Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* no exceptions which shall not exceed a total cost of \$ _____.
- 6. CONTRACTOR Qualifications / Performance of Services.**

CONTRACTOR Qualifications. CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care. CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- 7. Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

OUSD Representative:

Name: Brigitte Marshall

Site /Dept.: Human Resources Services and Support

Address: 1011 Union Street - Auditorium
Oakland, CA

Phone: (510) 879-0848

CONTRACTOR:

Name: Crystal Simon

Title: Owner/Principal - CS Consulting

Address: 484 Lake Park Avenue #331
Oakland CA 94610

Phone: (510) 374-8069

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. Invoicing

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

9. Status of Contractor: This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR 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.

10. Insurance:

1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
 - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR 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.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR 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 CONTRACTOR. The policy shall protect CONTRACTOR 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. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

11. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR 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, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor 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.
14. **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.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD 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 CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR 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. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **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.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR 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, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
 1. **Tuberculosis Screening**
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial: CSW

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

20. **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.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

- 22. **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.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR'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.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **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.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **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.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: 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.epls.gov/epls/search.do>)

Summary of terms and compensation:

Anticipated start date: 04/01/2013 Work shall be completed by: 06/30/2013 Total Fee: \$ 18,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

[Signature]
 President, Board of Education

3/23/13
Date

[Signature]
Contractor Signature

3/20/13
Date

Superintendent or Designee
[Signature]

Date

Crystal Simon
Print Name, Title

Secretary, Board of Education
[Signature]
Board of Education

File ID Number: 13-0703
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By: [Signature]

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

The work of position creation entails meticulous and in-depth analysis of district and industry standards for duties as well as compensation, as well as careful study of the intent of each proposed position in the context of department and district need and restructuring. OUSD's Compensation and Classification Supervisor is not able to meet the immediate demand imposed by the simultaneous creation of literally dozens of positions within a few weeks. The consultant has extensive experience and expertise in organizational analysis and design, including substantive work with OUSD including large-scale reorganization of 300-staff Adult Education department between 2007-2009.

SCOPE OF WORK

CS Consulting will provide a maximum of 150.00 hours of services at a rate of \$ 120.00 per hour for a total not to exceed \$18,000.00. Services are anticipated to begin on 04/01/2013 and end on 06/30/2013.

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what this Contractor will do.

Contractor will furnish consultation and production assistance for the creation of approximately 30 job descriptions requested by various OUSD departments for new positions in support of Central Office reorganization.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

The overall goal of the Central Office reorganization is the increased efficiency and effectiveness of Central Office departments in supporting students schools and teachers and the furtherance of the OUSD Strategic Plan goals. The identification and reduction of duplications in effort and lack of coordination between departments ("siloeing") and the realignment of department and position authority and scope is key to eliminating these inefficiencies. The desired outcomes of this project are the student and school achievement increases and improvements stated in the Strategic Plan and in the immediate term tied to the Central Office reorganization.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

Action Item included in Board Approved SPSA (no additional documentation required) – Action Item Number: _____

Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-



OUSD Consultant Billing Rate Guideline Waiver Request

Directions

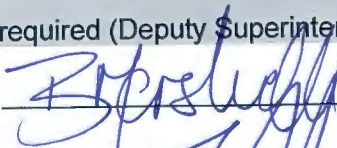
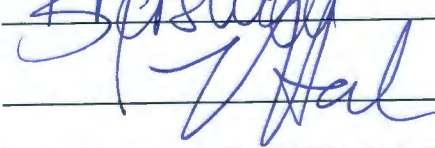
All District professional services contracts must be paid at an hourly rate within the OUSD Billing Rate Guidelines. Principals and managers can submit a waiver request to pay consultants at a higher hourly rate or in special circumstances, a flat fee contract. Billing rate guideline waivers require Cabinet level approval (Deputy Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to renegotiate the compensation and resubmit the contract for approval.

Contractor Name	Crystal Simon
Contract Originator Name	Brigitte Marshall
Site or Department	944 - Human Resources
Requisition Number	R0313935

Reason for requested waiver:

- Specialized skills set justifies higher hourly rate, see resume or statement of qualifications attached
- Short-term contract requires a higher hourly rate. Contract is less than one month in duration.
- Other, please explain:

Consultant possesses specialized skills in organizational design and change as well as writing- needed to aid in consultation and analysis of position(s) scope within and across departments as well as actual production of positions to district standards for coherence and form.

Approval Cabinet Level approval required (Deputy Superintendent)			
Regional or Executive Officer		Date	3/22/13
Cabinet Level		Date	

Consultant Fingerprint/Criminal Background Check Waiver Request

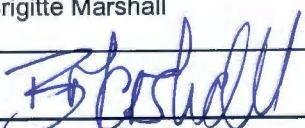
Directions

The District requires that all contractors who will have contact with students complete a Fingerprint/Criminal Background Check through OUSD. The OUSD Administrator can request that this requirement is waived for consultants who will never interact with students. Fingerprint waivers require Cabinet level approval (Deputy Superintendent/Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to resubmit the packet with documentation verifying that the consultant has completed this requirement.

Contractor Name	Crystal Simon		
Originator Name	Brigitte Marshall	Site or Department	Human Resources Svcs & Support
Which sites or locations will the contractor be working at?	Central office only - Cole		
TB Clearance Requirement			
<i>Proof of negative TB status is required for all consultants who will be working with OUSD students <u>or</u> staff. TB clearance waivers are only granted if the contractor will be working remotely or the contractor is a one time speaker with less than 6 hours of contact with OUSD employees.</i>			
How is this contractor going to meet the TB clearance requirement?			
TB Waiver requested <input type="checkbox"/>		Proof of TB clearance is in the contract packet <input checked="" type="checkbox"/>	

[TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.]

CONTRACTOR's employees will have only limited contact, if any, with OUSD pupils and OUSD will take appropriate steps to protect the safety of any pupils that may come in contact with CONTRACTOR's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CONTRACTOR for the services under this Agreement. As an authorized OUSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of OUSD. (Education Code § 45125.1 (c))

OUSD Representative's Name	Brigitte Marshall	Title Associate Superintendent
OUSD Representative's Signature		Date 3/2/13

Approval Cabinet Level approval required (Deputy Superintendent/Superintendent)

Approver Name Vernon Hal	Title Deputy Superintendent, Business & Operations
Approver Signature	Date
Reason for Approval:	

OUSD Consultant General Liability Insurance Reduced Insurance Requirement or Waiver Request

Directions

All consultants are required to provide proof of General Liability Insurance with limits of One Million Dollars per occurrence. Additional information about this requirement can be found on the internet under Finances, Procurement and Distribution tab, document entitled "Information for Consultants." In rare circumstances, where appropriate, the District can reduce the required amount of insurance or waive the general liability insurance requirement. To request that your contract is considered for either a reduced amount of insurance or a waiver, complete this form and submit it with a copy of the contract to Risk Management. Waivers will only be granted in cases where the consultant will have NO interaction with students.

Steps:

1. OUSD Contract Originator completes request form
2. OUSD Contract Originator submits request form and copy of contract with Scope of Work to Risk Management at 1025 2nd Avenue, Room 115A or email cynthia.grice@ousd.k12.ca.us.
3. Risk Management considers request and returns form within 7 business days to OUSD Contract Originator
4. If approved, OUSD Contract Originator submits form with completed contract to Procurement.

Contractor Name	Crystal Simon	Contract Amount	\$ 18,000.00
OUSD Originator Name	Brigitte Marshall	Site / Department	944- Human Resources

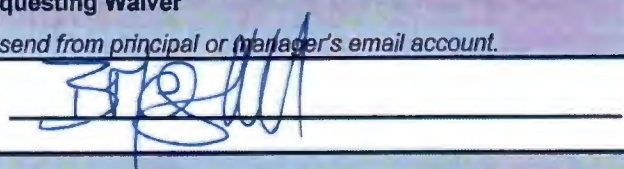
Why do you believe that this contract poses a low risk to the District and should be eligible for a reduction or waiver of the general liability insurance requirement?

The contract is working with solely with Human Resources staff on a writing project and will not be performing any activities that will expose the district to liability or other claims.

Signature of Contract Originator Requesting Waiver

If submitted via email, type name and send from principal or manager's email account.

OUSD Principal or Manager



Date

3/21/13

Risk Management

Approved: Based on the scope of work provided, I approve the following adjustment to the General Liability Insurance requirement for this contract:

Reduced Requirement : \$ _____

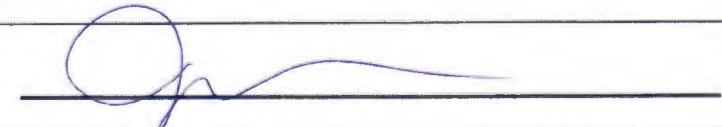
Waiver of General Liability Insurance Requirement

Reason for reduction or waiver: _____

Denied: Unfortunately, this contract does not qualify for a reduction or waiver

Denial Reason: _____

Signature



Date

3/21/2013

Associated Internal Medicine Medical Group, Inc.

Internal Medicine: Marci L. Gottlieb, M.D - YiYi Stephanie Gu, M.D - Maia H. Hightower, M.D
John T. Jones, M.D - Michael Kim, M.D - Susan Lu, M.D - Dean J. Nickles, M.D - Leslie S. Tim, M.D
- Scott A. Weisenberg, M.D - Katy Young-Lee, M.D.
Rebecca Faith, FNP - Terri Pagano, PA-C - Lora Smith, PA-C - Anna Lissa R. Millett PA-C - Peggy L. Ross, ANP
Endocrinology: Grace S. Eng, M.D - Avantika Waring, M.D - Wen Yee Tsai, MD - Elaine Wong, M.D
Infectious Disease: Scott A. Weisenberg, M.D **Rheumatology:** YiYi Stephanie Gu, M.D

350 30th Street, Suite 320 - Oakland, California 94609-3424 - (510) 465-6700 Fax (510) 465-7765
www.aimmg.com

November 16, 2012

To Whom It May Concern:

Crystal Simon had a PPD (Mantoux) placed on 11/14/2012. The result was negative.

Sincerely,

A handwritten signature in cursive script, appearing to read "Maia Hightower". The signature is written in black ink and is positioned below the word "Sincerely,".

Maia Hightower MD

Crystal L Simon, 11/16/2012 4:30 PM, MH

Crystal L. Simon

crystal@crystalsimon.com · (510) 374-8069 · www.crystalsimon.com
484 Lake Park Avenue #331, Oakland, CA 94610

SUMMARY

- ❖ Energetic strategist with over thirteen years of experience transforming corporate, government, and non-profit agencies to maximize effectiveness
 - ❖ Highly skilled strategic planner and project manager who leads teams to successful outcomes in limited timeframes
 - ❖ Visionary leader with exceptional organizational development and change management skills
 - ❖ Experienced executive with strong negotiation, communication, and influencing skills
 - ❖ Skilled executive coach with strong ability to guide individuals and teams in setting and achieving goals
 - ❖ Multi-disciplinary professional adept in building and maintaining relationships with a range of stakeholders in complex political environments
-

HIGHLIGHTS OF RECENT PROFESSIONAL EXPERIENCE

CS Consulting

2012 - Present

Principal and Founder

Oakland, CA

Role: Lead Consultant/Project Director – Blue Shield of California

2012

- Conducted an organization assessment and architected a strategy to build a change management team to support a \$50 million health care business transformation project
- Developed change management methodology and tools to introduce significant business process and technology changes to 15 business units
- Coached executives and managers in effective operational practices, including process efficiency, human capital planning, change management, organizational realignment, and leadership
- Managed working groups and councils to ensure effective coordination of change management activities across 12 business units
- Managed a team of 3 direct reports and 12 indirect reports, providing performance assessment, coaching, and leadership

Slalom Consulting

2010 – 2012

Organization Effectiveness Consultant

San Francisco, CA

Role: Project Lead – ADP

2011 – 2012

- Lead a performance excellence project leading to increased efficiency and improved performance of 18 director-level leaders in a human resources organization
- Coach human resources executives, resulting in enhanced team alignment and performance
- Conduct research and best practice review, resulting in identification of performance maximization practices

Role: Project Lead – Slalom Consulting

2011

- Designed and led an organizational assessment pilot project for a cutting-edge national management consulting firm
- Created, administered and analyzed a company-wide employee engagement survey for more than 1,200 employees securing a 83% response rate
- Developed and delivered executive and stakeholder communications to ensure high participation of leaders and their teams on a tight project timeline
- Provided coaching and decision support for senior leadership team, resulting in company-wide improvements that increased company morale and performance

Role: Project Manager & Change Lead – Gap Inc.

2010 – 2011

- Developed and managed project plans guiding 15+ team members in a \$3.5 million/year change management office
- Managed strategy, risks, issues and change requests for project team resulting in efficiency and cost reduction of \$200,000
- Developed and managed complex business resource allocation process involving 200+ staff in seven locations across the globe
- Provided change management leadership for deployment of new transportation logistics system impacting global operations

CS Consulting

2005 - 2010

Principal and Founder

Oakland, CA

Role: Lead Consultant – Single Stop USA

2010

- Developed methodology and frameworks to guide six non-profit agencies in expanding their organizational capacity and improving service delivery systems
- Conducted organizational assessments and lead development of system-wide culture change
- Coached executives in effective management, team building, and human dynamics practices
- Architected and led strategic, marketing and communication planning processes

Role: Lead Consultant/Change Advisor – Blue Shield of California

2008-2009

- Designed and implemented team effectiveness, organizational development, and stakeholder engagement strategies for a \$400 million health care IT business transformation project
- Coached executives and managers in effective operational practices, including process efficiency, human capital planning, change management, and organizational realignment
- Architected methodology, developed curriculum and trained over 100 employees on a range of topics, including effective communication, high-leverage stakeholder engagement, sound change management practices, and high-leverage organizational realignment strategies
- Developed and managed project plans for a large scale software implementation project, including timelines, budgets, resources, staffing estimates, and organizational impacts

Role: Project Director – Oakland Adult & Career Education

2007- 2009

- Developed and led extensive organizational analysis project, resulting in identification of operational efficiencies that increased productivity and enhanced employee relations for a team of 300+ employees
- Oversaw extensive process redesign program for client IT/Data Management team, resulting in 30% increase in operational efficiency within first year of implementation
- Lead agency-wide strategic planning process involving more than 400 staff, customers, and stakeholders; authored multi-year planning document that enabled agency to receive multi-year accreditation
- Conducted planning, undertook best-practice research, developed program blueprints, and launched implementation of redevelopment projects to enhance the quality and scope of key instructional programs
- Provided counsel to executive management team including coaching, program planning support, and effective management practices resulting in increased cohesion and productivity of team

Role: Organizational Redesign Leader – Oakland Unified School District

2006-2007

- Facilitated and managed large scale organizational redesign of business and student services divisions resulting in increased operational efficiency and cost savings
- Led executives and planning council in creating a comprehensive strategic plan to secure a \$6 million health and human services grant

**Executive Office of the Mayor
Government of the District of Columbia**

**2004 - 2005
Washington, DC**

Special Assistant to the Deputy Mayor for Children, Youth, Families & Elders

- Oversaw more than 60 executives and operational staff in the development and implementation of new city-wide education and enrichment programs, managing a \$2 million budget, program operations, change strategies and communications
- Served as Acting Deputy Mayor, assuming all responsibilities of the Deputy Mayor, including managing public relations, representing the Mayor, overseeing seven city agencies, and supervising office staff
- Provided strategic and operational guidance for Mayor and key officials about education and social service programming that enhanced resource utilization and increased service levels for city residents
- Served as board representative for two community organizations and a research consortium, developing priorities and guiding the use of \$6 million of city funds for programs and services
- Directed communications for education and human service projects, including writing and delivering speeches, conducting interviews and briefings with press, writing web page content, developing television and radio commercials, and hosting public events

Education Initiatives Manager

- Designed and implemented comprehensive strategic plans for city-wide education initiatives involving over 50 agencies resulting in enhanced services for 20,000 individuals
- Developed and maintained institutional relations with diverse community, corporate and governmental agencies resulting in unique cross-sector collaboration in the District for early literacy
- Designed and taught program development and management workshops for community-based organizations, resulting in the development of several new education programs across the District
- Delivered speeches and conducted trainings for local and national audiences

PSComm, LLC

2002 - 2004

Associate

London, England

- Represented an American management consulting firm as the only full-time UK-based employee on a high-profile multi-million dollar transport policing project
- Architected and project managed a comprehensive change management program to transition 3,000 staff to a newly formed organization, including training, coaching, communication strategies, and staff engagement
- Designed and managed an organizational change program affecting over 350 staff that resulted in increased employee morale and departmental efficiency
- Conducted organizational analysis for a large public sector agency, recommending strategic and operational modifications that resulted in improved community relations and employee productivity
- Developed a new department, including recruiting, interviewing and hiring over 100 directors, managers and operational staff
- Managed client diversity and equality agendas, advising on social justice and civil rights legislation
- Coordinated a media and communications strategy to disseminate information to 500 staff members and a range of external stakeholders

**Lucile Packard Children's Hospital at Stanford
Government Grant Writer**

**2001
Palo Alto, CA**

- Conceptualized and built granting-seeking infrastructure for the children's branch of an internationally-renowned health care system
- Maintained liaison with public officials, constituencies, and stakeholders garnering agreement in politically nuanced situations
- Designed and managed comprehensive communication strategy to build successful relationships with funders, national non-profit organizations and government agencies resulting in increased funding for hospital projects
- Educated 20 directors and managers in program management and accountability

EDUCATION

Master of Arts in English Literature 2002
University of Sussex Brighton, England

Bachelor of Arts in English Literature 2000
Washington University St. Louis, MO

CERTIFICATIONS

Systems Coaching Certificate (in progress) 2013
Center for Right Relationship Benicia, CA
Core concentrations: team facilitation, group coaching

Leadership Certificate 2010
Coaches Training Institute San Rafael, CA
Core concentrations: executive development, leadership development, and group facilitation

Co-Active Coaching Certificate 2008
Coaches Training Institute San Rafael, CA
Core concentrations: interpersonal communication, inquiry and improvement processes, and team building*

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

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

- For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
- For individual consultants: Proof of negative tuberculosis status within past 4 years.
- For All Consultants: Results page of the Excluded Party List (<https://www.epls.gov/epls/search.do>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
- 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) brigitte.marshall@ousd.k12.ca.us

Contractor Information

Contractor Name	CS Consulting	Agency's Contact	Crystal Simon			
OUSD Vendor ID #	1002991	Title	Owner/Principal			
Street Address	484 Lake Park Avenue #331	City	Oakland	State	CA	Zip 94610
Telephone	(510) 374-8069	Email (required)	crystal.simon@crystalsimon.com			
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	04/01/2013	Date work will end	06/30/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 120.00	Number of Hours (required)	150.00		

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
0000	Unrestricted	9449000701	5825	\$ 18,000.00
			5825	\$
			5825	\$
Requisition No. (required)	R0313935		Total Contract Amount	\$ 18,000.00

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	Brigitte Marshall		Phone	(510) 879-0848	
	Site / Department	Human Resources Services and Support			Fax		
	Signature				Date Approved	3/22/13	
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		
	Signature (if using multiple restricted resources)				Date Approved		
3.	Regional Executive Officer						
	<input checked="" 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						
	Signature				Date Approved	3/22/13	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations					Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000	
	Signature				Date Approved		
5.	Superintendent, Board of Education <i>Signature on the legal contract</i>						
Legal Required if not using standard contract		Approved		Denied - Reason		Date	
Procurement	Date Received			PO Number			

