

Board Office Use: Legislative File Info.	
File ID Number	15-2107
Introduction Date	10/28/2015
Enactment Number	15-1743
Enactment Date	10/28/15



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Vice President Jody London
Director Nina Senn
Jacqueline Minor, General Counsel

Board Meeting Date October 28, 2015

Subject

Action Requested **Adoption of Resolution No. 1516-0018 Authorizing the District to Enter Into Agreement With the California School Board Association (CSBA) for the Maintenance and Upkeep of Board Policies and to Subscribe to the CSBA Service "Policy Online"**

Background and Discussion

In 2004, the State Administrator adopted the California School Board Association (CSBA) GAMUT™ Online program which provides sample board policies and information on updating board policies. However, the State Administrator did not adopt the GAMUT™ Online Manual Maintenance subscription service that provides policy updates service to school districts.

School districts are mandated by law to adopt hundreds of policies to ensure legal compliance. Due to the passage of hundreds of new laws every year, District policies can quickly become out-of-date. Since 2004, it has been challenging for OUSD Staff to keep the District board policies, administrative regulations and website up to date to reflect current law and changes in laws.

Vice President London and Director Senn with the Staff of the Legal Division and Board Office met with CSBA to discuss the CSBA service called Policy Online which combines Gamut™ Online and Manual Maintenance.

Policy Online will allow the District's updated policy manual to be hosted on GAMUT Online, and provide a link that can be used to allow public access to the Board policies, board bylaws and administrative regulations. We have concluded that the CSBA Policy Online service, while not perfect, increases the likelihood that the District will be able to maintain more accurate and current Board policies and administrative regulations.

The Resolution before the Board seeks authorization to into an agreement with CSBA for the maintenance and upkeep of board



policies, board bylaws and administrative regulations by subscribing to Policy Online which combines Gamut™ Online and Manual Maintenance.

Recommendation

Adoption of Resolution No. 1516-0018 Authorizing the District to Enter Into Agreement With the California School Board Association for the Maintenance and Upkeep of Board Policies and to Subscribe to the CSBA Service "Policy Online"

Fiscal Impact

First year annual cost of \$26,175 and thereafter annual cost of \$11,565

Attachments

- Resolution No. 1516-0018

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By:	ORZ

Resolution Authorizing the District to Enter Into Agreement With the California School Board Association for the Maintenance and Upkeep of Board Policies and to Subscribe to the CSBA Service "Policy Online"

Resolution No. 1516-0018

WHEREAS, in 2004, during State Administration of the District, the State adopted on behalf of the District the California School Board Association (CSBA) GAMUT™ Online program which provides sample board policies and information on updating board policies;

WHEREAS, the State Administrator did not adopt the GAMUT™ Online Manual Maintenance subscription service that provides policy updates service to school districts;

WHEREAS, in lieu of subscribing to the GAMUT™ Online Manual Maintenance subscription service, in 2004 the State Administrator directed the District's Information Technology department to create a website modeled on CSBA which still today hosts board policies, board bylaws and administrative regulations;

WHEREAS, school districts are mandated by law to adopt hundreds of policies to ensure legal compliance, and due to the passage of hundreds of new laws every year, District policies can quickly become out-of-date;

WHEREAS, since 2004, it has been challenging for District Staff to keep the District board policies, administrative regulations and website up to date to reflect current law and changes in laws;

WHEREAS, CSBA offers a service called Policy Online which combines Gamut™ Online and Manual Maintenance,

WHEREAS, Policy Online will allow the District's updated policy manual to be hosted on GAMUT Online, and provide a link that can be used to allow public access to the Board policies, board bylaws and administrative regulations;

NOW THEREFORE BE IT RESOLVED, the Board of Education directs and authorizes the District Staff to enter into an agreement with CSBA for the maintenance and upkeep of board policies, board bylaws and administrative regulations by subscribing to Policy Online which combines Gamut™ Online and Manual Maintenance.

PASSED AND ADOPTED by the Board of Education of the Oakland Unified School District this 28th day of October, 2015, by the following vote, to wit:

AYES: Roseann Torres, Jumoke Hinton Hodge, Nina Senn, Vice President Jody London, President James Harris

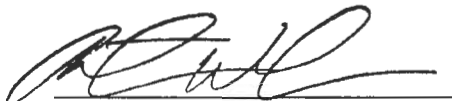
NOES: None

ABSTAINED: Shanthi Gonzales

ABSENT: Aimee Eng

CERTIFICATION

I, Antwan Wilson, Superintendent and Secretary of the Board of Education of the Oakland Unified School District, Alameda County, State of California, do hereby certify that the foregoing Resolution was duly approved and adopted by the Board of Education of said district at a meeting thereof held on the 28th day of October, 2015 with a copy of such Resolution being on file in the Administrative Office of said District.



Antwan Wilson

File ID Number: 15-2107
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By: EW

CALIFORNIA SCHOOL BOARDS ASSOCIATION POLICY SERVICES AGREEMENT

WHEREAS the California School Boards Association of West Sacramento, California, (hereinafter "CSBA") desires to provide assistance to its member school districts and county offices of education in building an effective governance structure through the development, adoption, and maintenance of a comprehensive board policy manual;

WHEREAS Oakland Unified School District (hereinafter "District") is a California school district and a member in good standing of CSBA;

WHEREAS District desires to update and revise its policy manual ("District Manual");

NOW THEREFORE, CSBA and District in consideration of the covenants herein contained, and other good and valuable consideration, agree as follows:

I. POLICY MANUAL DEVELOPMENT

CSBA will facilitate a Policy Development Work session ("PDW") for District administrators and board representatives to update and compile the District Manual using CSBA sample policies, regulations, and bylaws.

- a. CSBA RESPONSIBILITIES. CSBA agrees to assist District in producing District Manual by providing the following services:
 - i. Upon receipt of the Policy Development Workshop fee described in Section III.a. below, one copy of CSBA's current Sample Manual consisting of sample policies, regulations, exhibits, and bylaws which reflect requirements of state and federal law ("CSBA Sample Manual");
 - ii. One set of detailed instructions on how to review and revise CSBA's Sample Manual;
 - iii. One CSBA policy services consultant for up to two (2) days of on-site consultation after District has reviewed the CSBA Sample Manual in accordance with Section II.a., below;
 - iv. Guidance in selecting and incorporating suggested or recommended language provided in the CSBA Sample Manual to best reflect District philosophy, goals, objectives and mandates;
 - v. Typing, editing, and proofreading necessary to produce a first draft District Manual;
 - vi. Typing, editing, and proofreading necessary to produce a final draft District Manual;

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- vii. Typing, editing, and proofreading necessary to produce the District Manual as adopted by District's governing Board; and
 - viii. One digital or electronic copy of the final District Manual.
- b. **DISTRICT RESPONSIBILITIES.** District responsibilities for producing a final District Manual shall include the following:
- i. Upon receiving the CSBA Sample Manual, conduct a pre-workshop review of the CSBA Sample Manual and, to the best of its ability, revise the sample policies, regulations, exhibits, and bylaws to reflect District practices and programs by:
 - 1. Identifying policy statements in existing District documents, such as existing policies and regulations, to be inserted into draft District Manual;
 - 2. Identifying areas of District's operations where District lacks policies and administrative regulations and recommend creation of needed policies and regulations consistent with current laws and regulations;
 - 3. Where necessary, revising District policy to conform to current law and collective bargaining agreements;
 - 4. Reviewing and modifying CSBA sample policies and incorporate district policies when appropriate; and
 - 5. Deleting CSBA sample policies that are not applicable to District's circumstances or operations; and
 - 6. Identifying any questions or issues regarding the CSBA Sample Manual and any additions, revisions, or deletions from the CSBA Sample Manual or other policy matters to discuss with the CSBA consultant during the on-site consultation described in Section b.ii., below.
 - ii. Upon completing the pre-workshop review and revisions described in Section b.i.1.-5. above, District shall contact CSBA to arrange the two (2) day on-site consultation with a CSBA consultant.
 - iii. Review first draft District Manual and notify CSBA of any changes to be made to the final District Manual
 - iv. Present final draft District Manual to Board for further adoption

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- v. Notify CSBA of the date the final draft District Manual is adopted and inform CSBA of any changes or revisions made to the District Manual before it was adopted.

II. MANUAL MAINTENANCE

CSBA agrees to assist District in keeping District Manual updated through the "Manual Maintenance" service, which provides regular policy update packets, word processing assistance, and ongoing policy consulting services.

- a. CSBA RESPONSIBILITIES. CSBA agrees to provide the following on an ongoing basis to assist District in maintaining the District Manual:

- i. Provide District with regular "Policy Update Packets" that includes revised, updated, and/or new CSBA sample policies, regulations, and bylaws to incorporate into the District Manual as desired.
- ii. Upon District request, update District Manual to reflect modified, revised, or newly adopted or approved District policies, regulations and bylaws.
- iii. Maintain a current digital or electronic copy of District Manual including any adopted revisions of the District Manual that are sent to CSBA.
- iv. Provide online access to District Manual, and any updates submitted to CSBA in accordance with Section II.b.ii. of this Agreement. District Manual hosted on GAMUT will include links to related policy resources.
- v. Provide to District upon request, access to example policies, regulations and bylaws adopted by other local educational agencies.
- vi. Make available a Policy Services Consultant during regular CSBA business hours to consult on policy issues relating to District Manual. Consultation may include suggestions regarding policy procedures and placement of policies within District Manual and/or review of and suggestions regarding proposed District policies, regulations and bylaws, but only of policy language and revisions drafted by the district for the District Manual. Consulting services are not intended to constitute legal advice and shall not be considered a substitute for advice from District legal counsel.

- b. DISTRICT RESPONSIBILITIES. District accepts responsibility for updating and maintaining District Manual consistent with applicable laws and agrees to the following:

- i. Designate a member of its administrative staff to serve as the District Liaison ("Liaison") to CSBA and advise CSBA of the name of the Liaison. The Liaison

CALIFORNIA SCHOOL BOARDS ASSOCIATION POLICY SERVICES AGREEMENT

shall be responsible for all contacts with CSBA and the Policy Services Consultant, and for timely submitting to CSBA all information and documents to be provided by District under this Agreement. If District Liaison is not designated, the official who signs this Agreement on behalf of District shall be deemed the Liaison.

- ii. Immediately forward to CSBA a copy of all updated or revised District policies, regulations and bylaws once they are adopted or approved.

III. GAMUT ONLINE

GAMUT Online ("GAMUT") provides easy web access to CSBA's sample policies, regulations, bylaws, exhibits, pertinent laws and other resources, and to the policy manuals of school districts and county offices of education that subscribe to its Manual Maintenance service in accordance with the terms and conditions herein.

- a. CSBA RESPONSIBILITIES. CSBA agrees to provide the following on an ongoing basis to assist District in maintaining District Manual:
 - i. Provide District online access to CSBA's sample policies, regulations, bylaws, and exhibits and links to related policy resources.
 - ii. Provide email notification of policy updates to District Liaison.
 - iii. Provide District with user accounts to access the District Manual and the information described in Section III.a.i. of this Agreement.
- b. DISTRICT RESPONSIBILITIES
 - i. Comply with the GAMUT End User License Agreement (Attachment A).
 - ii. Provide CSBA with a contact person through whom the user accounts described in Section III.a.iii. of this Agreement will be established. If no such contact person is identified, the person designated or deemed District Liaison in Section II.b.i. above shall be deemed to be the contact person.

IV. FEES AND PAYMENT SCHEDULE

- a. In consideration for the services provided by CSBA under Section I (Policy Manual Development) of this Agreement District shall pay to CSBA a fee of \$14,610 during the 2015/16 fiscal year.
- b. In consideration for the services provided by CSBA under Section II (Manual Maintenance) of this Agreement, for each subsequent fiscal year beginning in the 2015/16 fiscal year District shall pay the annual fee of \$6,210. Beginning in the 2016/17 fiscal year, CSBA shall have the right to adjust the annual fee to reflect changes

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in the cost of providing services described under Section II of this Agreement. The annual fee shall be due and payable on July 1 of each fiscal year and CSBA reserves the right to suspend service to District if payment is not received by August 31 of that year.

- c. In consideration for the services provided by CSBA under Section III (Gamut Online) of this Agreement, for each subsequent fiscal year beginning in the 2015/16 fiscal year District shall pay the annual fee of \$5,355. Beginning in the 2016/17 fiscal year, CSBA shall have the right to adjust the annual fee to reflect changes in the cost of providing services described under Section III of this Agreement. The annual fee shall be due and payable on July 1 of each fiscal year and CSBA reserves the right to suspend service to District if payment is not received by August 31 of that year.

V. TERM

- a. The term of this Agreement shall commence upon the mutual execution of this Agreement by the undersigned agents of CSBA and District and shall remain in effect and be deemed automatically renewed effective July 1 of each year unless terminated by either District or CSBA in a written notice delivered to the other party at least thirty (30) days prior to July 1 of such fiscal year.
- b. In the event District fails to maintain its membership in CSBA or to pay the annual fees described in Section IV of this Agreement, CSBA shall have no obligation to perform any services under this Agreement.

VI. COPYRIGHT

All copies of CSBA's sample policies, regulations, bylaws, and exhibits, including electronic, digital or other data storage device containing such materials, as well as the materials made available through CSBA's GAMUT website, are for District's sole use and shall not be made available for use outside of District.

VII. DISCLAIMER OF WARRANTY

- a. District acknowledges that by providing the services described in this Agreement, CSBA, its employees, agents, representatives and consultants are neither acting as District's legal counsel nor providing legal advice or counsel to District.
- b. CSBA policy services provide sample policies, administrative regulations, bylaws and exhibits as a resource for school districts and county offices of education in developing their own policy manual and are not intended for exact replication or as a substitute for legal advice. CSBA's samples are a reflection of current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees.
- c. Although CSBA's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed, they contain no warranty as to their sufficiency for

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addressing District's specific legal situations. District is cautioned to seek the advice of its legal counsel when confronted with legal questions or situations requiring legal advice.

VIII. MISCELLANEOUS

- a. This Agreement and any Attachments hereto contain all of the terms and conditions agreed upon by CSBA and District relating to the matters covered by this Agreement, and supersede any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications between CSBA and District, whether oral or written, respecting the matters covered by this Agreement.
- b. This Agreement may be modified or amended only by a writing signed by the CSBA and District, or their authorized representatives.
- c. The language in all parts of this Agreement, unless otherwise stated, shall be construed according to its plain and ordinary meaning. This Agreement shall be construed pursuant to California law, without regard to conflict of law principles.
- d. This Agreement may be executed in one or more counterparts which, taken together, shall be deemed to constitute one and the same document. An executed copy of this Agreement shall be valid as an original. Signatures of the Parties transmitted by facsimile or email shall be deemed binding.

California School Boards Association

Robert J. Tuerck

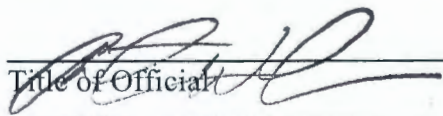
Director, Policy Development
& Maintenance Services

Date

Oakland Unified School District



James Harris
Name of Official
President, Board of Education



Title of Official
Antwan Wilson
Secretary, Board of Education

Date

Please sign both copies of this Agreement. One copy is to be retained by the district and one copy is to be returned to CSBA Policy Services, 3251 Beacon Blvd., West Sacramento, CA 95691.

GAMUT™ Online License Agreement

NOTICE TO USER - California School Boards Association (CSBA) is the sole and exclusive owner of the GAMUT Online policy information system (PIS) and hereby grants a nontransferable, nonassignable and exclusive license to use the GAMUT Online PIS under the terms and conditions of this Agreement. By using the GAMUT Online PIS, licensee agrees to all the terms and conditions of this agreement. Any subscriber who does not agree with the terms and conditions of this agreement must notify CSBA that they do not agree and CSBA will terminate the subscriber's user accounts.

PROPRIETARY RIGHTS & OBLIGATIONS - The GAMUT™ software and accessible data are valuable property of CSBA. Licensee will not make or have made, or permit to be made, any copies of the software, documentation, or any portion thereof. The software provides access to data which licensee may customize for its sole and exclusive benefit. Licensee agrees not to modify, adapt, translate, decompile, disassemble or create derivative works based on the software. Licensee agrees not to create derivative works based on the accessible data, except for its sole and exclusive benefit. Licensee agrees not to distribute the data or passwords.

TRADE SECRET - Licensee acknowledges that the software is confidential in nature and constitutes a trade secret of CSBA. Licensee agrees not to sell, rent, license, distribute, transfer, directly or indirectly permit the sale, rental, licensing, distribution, or transfer of the software to any other party, either during the term of this agreement or thereafter. Licensee agrees to use its best efforts to prevent inadvertent disclosure of the software to any third party during the term of this agreement or thereafter.

LIMITED WARRANTY - The GAMUT Online PIS is provided "as is" without warranty of any kind, either expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. CSBA does not warrant that functions contained in the program will meet the user's requirements or that the operation of the program will be uninterrupted or error free. CSBA does not warrant the accessible data to be error free.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES - In no event shall CSBA be liable for any damages whatsoever (including, without limitation, damages for loss of profits and/or savings, business interruption, loss of business information or other pecuniary losses) arising from use or inability to use the GAMUT Online PIS.

GAMUT™ Online License Agreement

LICENSEE'S RESPONSIBILITIES - Licensee is responsible for insuring the proper configuration of any hardware used in operating GAMUT Online and for establishing and implementing procedures that will satisfy licensee's obligations under this agreement. Licensee agrees to inform all of the licensee's users of their obligations and responsibilities under this agreement including, but not limited to, the nondistribution requirement.

TERM - This agreement may be terminated by either party by giving 30 days' written notice. If the licensee fails to renew its GAMUT Online subscription within 60 days after notice, this agreement will be terminated. CSBA has the right to terminate this agreement immediately if licensee fails to comply with the terms of this agreement.

MISCELLANEOUS - This agreement is governed by the laws of the State of California. This agreement comprises the entire agreement between CSBA and licensee. The agreement is severable.