

Board Office Use: Legislative File Info.	
File ID Number:	14-1125
Introduction Date:	06/25/2014
Enactment Number:	
Enactment Date:	



# Memo

**To:** Board of Education

**From:** GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent

**Board Meeting Date:** 06/25/2014

**Subject:** Professional Service Contract

**Contractor:** Norman Bailiff of Oakland, CA

**Services for:** 309-BUNCHE CONTINUATION SCHOOL

**Board Action Requested and Recommendation:** Ratification by the Board of Education of a Professional Services Contract between the District and Norman Bailiff, Oakland, CA, for the latter to provide: Mr. Bailiff will (1) advise the Principal about the management of the school's financial resources in a way that supports the achievement of the school's instructional goals, (2) advise the Principal about alternative solutions to the difficult managerial issues she confronts, (3) inform the Principal about a wide range of District policies and procedures pertinent to the decisions she must make in managing her school, and (4) at the Principal's request, take the lead in planning and carrying out complex projects that require extensive knowledge of a number of specialized areas. for the period of 04/20/2014 through 06/30/2014 in an amount not to exceed \$7,500.00.

**Background:**  
(A one paragraph explanation of why the consultant's services are needed.)

We are committed to the continuous improvement of the Ralph J. Bunche High School program with focus on student achievement by addressing student needs. The Principal needs the assistance of an experienced administrator who can help her master OUSD's complex financial and personnel systems so she can focus on developing her teacher's skills and accelerating student achievement.

**Discussion:**  
(QUANTIFY what is being purchased.)

Mr. Bailiff will (1) advise the Principal about the management of the school's financial resources in a way that supports the achievement of the school's instructional goals, (2) advise the Principal about alternative solutions to the difficult managerial issues she confronts, (3) inform the Principal about a wide range of District policies and procedures pertinent to the decisions she must make in managing her school, and (4) at the Principal's request, take the lead in planning and carrying out complex projects that require extensive knowledge of a number of specialized areas.

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**Fiscal Impact:** Funding resources below not to exceed \$7,500.00  
\$7,500.00 PUPIL RETENTION BLOCK GRANT

**Attachments:** Professional Services Contract including Scope of Work  
Waiver Summary  
Resume / Statement of Qualifications  
EPLS Search Results Page  
Insurance Certification (if no Waiver was granted)

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OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between Norman Bailiff  
(CONTRACTOR) and Oakland Unified School District (OUSD). 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:** 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 04/20/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100.00, whichever is later. The work shall be completed no later than 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Seven thousand, five-hundred Dollars (\$7,500.00) [per fiscal year], at an hourly billing rate not to exceed \$60.00 per hour. 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 Reimbursements.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after 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.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE, which shall not exceed a total cost of \$0.00.
- 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.
- 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. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- 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:

**OUSD Representative:**

Name: BETSYE STEELE  
Site /Dept.: 309-BUNCHE CONTINUATION SCHOOL  
Address: 1240 18th  
Oakland, CA 94607  
Phone: 510879-1730

**CONTRACTOR:**

Name: Norman Bailiff  
Title: Owner  
Address: 2347 Manzanita Drive  
Oakland, CA 94611-1136  
Phone: 510-860-8133

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.

8. **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.

9. **Insurance:**

1. 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.

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

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, 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, 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.



Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. 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.

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/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/eplis/search.do)
25. 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.
26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
27. 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.
28. 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.
29. 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.
30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD'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.

OAKLAND UNIFIED SCHOOL DISTRICT

MARIA SANTOS
President, Board of Education
Superintendent or Designee

05/16/2014
Date

Secretary, Board of Education

Date

CONTRACTOR

Norman Bailiff
Contractor eSignature
05/22/2014
Date

Norman Bailiff, Owner
Print Name, Title



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.

Mr. Bailiff's assistance will ensure that more students will improve their attendance and graduate from Ralph J. Bunche High School because he will help the Principal identify and deploy resources that will support its teachers and improve student gains in the classroom. Mr. Bailiff's guidance regarding budgetary, staffing, and other resource issues will enable the Principal to focus her attention on strengthening the school's instructional program and the quality of teaching.

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

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core      | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools                |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning   | <input checked="" type="checkbox"/> Accountable for quality                             |
| <input checked="" type="checkbox"/> High quality and effective instruction        | <input checked="" type="checkbox"/> Full service community district                     |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP:** (no additional documentation required)

– Item Number(s): Not Applicable  
No Restricted Funds

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

1. Relevant page of CSSSP 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 CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.



***ContractsOnline: Contract Waiver Summary***

**Site Number-Name: 309-BUNCHE CONTINUATION SCHOOL**

**Principal / Department Head: BETSYE STEELE**

**Contractor Name: Norman Bailiff**

**Business Name: Norman Bailiff**

**Contract Type: Standard**

**Anticipated Start Date: 04/20/2014**

**Contract End Date: 06/30/2014**

**Rate Type: HOURLY**

**Contract Amount: \$7,500.00**

***Applicable Waivers***

**Approved by Risk Management**

**Insurance-Reduction Waiver Status: WAIVED**

**Waiver-Reduction Type: WAIVED**

**Other Reduction Amount:**

**Approval Date: 04/14/2014**

**Approved by Deputy Superintendent**

**Billing Waiver Status: NA**

**Approval Date:**

**Fingerprint Waiver Status: Approved**

**Approval Date: 05/15/2014**

**TB Test Waiver Status: Approved**

**Approval Date: 05/15/2014**

## **NORMAN LYNN BAILIFF**

2347 Manzanita Drive  
Oakland, CA 94611-1136

(510) 860-8133 (cell)  
[lynnbailiff@comcast.net](mailto:lynnbailiff@comcast.net)

### **SUMMARY OF QUALIFICATIONS**

- Nine years of experience in an inner-city public-school setting advising school principals and senior district administrators about a wide range of administrative and operational matters
- Twenty years of experience in administering budgets, human resources, and information systems at UC Berkeley.
- Nine years of experience in managing complex organizations' day-to-day operations during periods of significant change.
- Substantial experience in supervising administrative and program staff, including hiring, developing, evaluating, and (as necessary) terminating employees.
- Demonstrated ability in building consensus among individuals with different views.

### **EXPERIENCE**

#### Consultant

10/11 to present

Oakland Unified School District  
Oakland, CA

- Advise high school Principals about the management of their school's financial resources in a way that supports the achievement of their school's instructional goals. This requires him to conduct independent analyses of each school's unique financial situation, applying his thorough understanding of the policies that govern the use of different resources and the compensation of employees.
- Advise high school Principals about alternative solutions to the difficult management issues they confront in administering their schools.
- Inform high school Principals about a wide range of District policies and procedures pertinent to the decisions they make in managing their schools.

- At a Principal's request, take the lead in planning and carrying out complex projects that require extensive knowledge of a number of specialized areas like computer technology, the effective use of space in Linked Learning classrooms, and appropriate sources of extramural funding (including donations and grants).

Operations Support Coach  
Oakland Unified School District  
Oakland, CA

8/05 to 6/11

- Became expert in the formal and informal systems and procedures used in a large, inner-city school district so that I could coach and advise high school Principals and area Executive Officers about the most effective approach to accomplishing their programmatic and administrative objectives.
- Developed strong working relations with staff in Financial Services, Human Resources, Information Systems, and Facilities Management so that administrative problems could be avoided or, if necessary, quickly resolved.
- Participated in district-level committees that (1) interviewed candidates for Principal positions and (2) reviewed and recommended improvements in the system used by individual schools to plan their school budgets in the face of declining resources.

Office Manager  
Castlemont High School  
Oakland, CA

4/02 to 7/05

- Identified, analyzed, and addressed operational problems. Worked closely with District staff to ensure that solutions were consistent with District policies and goals.
- Assisted the new Principals of three small high schools in planning and implementing operational changes to support the transition from a traditional, comprehensive high school.
- Developed systems and procedures to ensure more effective use of the schools' resources. Trained staff in implementing these procedures.
- Administered the budgets of three high schools, oversaw the purchasing of instructional materials, and responded to numerous requests from teachers, District staff, and members of the public concerning school operations.

General Manager  
Survey Methods Group  
San Francisco, CA

9/96 to 11/01

- Managed a private-sector social research firm with 20 full-time and up to 100 part-time employees that conducted studies concerning health and educational issues affecting members of low-income and ethnic minority groups.
- Addressed staffing issues by retraining some staff, releasing others, and focusing on the recruitment, selection, and retention of full-time staff with greater skills. Implemented a training program that supported staff development and an incentive program that recognized staff accomplishments.
- Solved organizational problems by designing a new organizational structure, developing a strong team of managers to oversee day-to-day activities, and developing systematic policies and data-management procedures.
- Mastered the changing dynamics of the survey research industry in order to assist the company's partners in expanding the company.

Director

10/92 to 9/96

Disabled Students' Program  
University of California at Berkeley

- Managed a student-service program with 14 full-time and 20 part-time employees. Developed procedures for improving the program's operation and the delivery of services to students, including the use of computers to maintain records about student clients and to schedule student appointments.
- Guided the program's staff through a period of transition following the departure of its Director and an Assistant Director. Reorganized reporting lines and clarified employees' responsibilities to improve the program's functioning and employee morale. Assisted the program's three new managers in developing their leadership and problem-solving skills. Led the program's management team through a process of setting priorities for the program's activities so that major budgetary reductions could be planned rationally and fairly.
- Mastered the cultural, political, and technological aspects of the field of disability services, which allowed me to participate in the development of campus policy and practice concerning the accommodation of students, employees, and visitors with disabilities.
- Instituted programmatic improvements, including more rigorous review of the academic accommodations recommended by Disability Specialists, a handbook for students with learning disabilities, and substantial enhancement of the Assistive Technology Center to make computers accessible to students with various disabilities.

Program Officer

4/91 to 9/92

Office of the Dean of Educational Development  
University of California at Berkeley

- Oversaw the Directors of two student-service units. Guided the new Director of Student Research in redefining his unit's goals and activities so that they more directly met the information and analysis needs of Undergraduate Affairs and the campus. Supported the Director of the Disabled Students' Program in developing services that would meet the needs of an increasing number of students in an era of complex governmental regulations and declining resources.
- Undertook staff activities for the Dean: (1) managing searches for the Directors of student-service units, (2) coordinating the planning and development of an instructional computer laboratory, and (3) planning and implementing administrative aspects of the reorganization of a large student-service unit (including restructuring the unit's budget, defining job descriptions, developing a plan for computerization, and helping select employees for key positions).
- As the Campus 504 Compliance Coordinator for Student Access to Programs, served as the campus' primary resource to members of the administration and the faculty in meeting their obligation to provide appropriate academic accommodations to students with disabilities. Investigated and resolved complaints from students who believed that they had not received appropriate academic accommodations.

Executive Officer, Division of Undergraduate Affairs

7/80-3/91

- As Chief of Staff for the Vice Chancellor for Undergraduate Affairs, oversaw the work of five staff members and coordinated communication with 23 unit directors. Participated with other members of the divisional management team in developing policies and setting priorities for the division.
- Served as Resource Manager for the division with responsibility for analysis and long-range planning in the areas of budget, human resources, information systems, and facilities for 23 units.
- Conceptualized and wrote policy statements and correspondence for the Chancellor and the Vice Chancellor for Undergraduate Affairs concerning sensitive, difficult, and highly publicized matters.

**EDUCATION**

B.S. in Applied Behavioral Sciences; University of California, Davis. High Honors at Graduation, Departmental Citation, and election to membership in the Phi Kappa Phi national scholastic honor society.

Graduate study in Educational Psychology (behavioral research and statistical analyses);  
University of California, Davis.

## **AWARDS**

Outstanding Management and Professional Employee, University of California at  
Berkeley; 1987

Eagle Scout, San Gabriel Valley Council Boy Scouts of America; 1957