

| Board Office Use: Legislative File Info. | |
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| File ID Number | 15-0723 |
| Introduction Date | 4/15/2015 |
| Enactment Number | 15-0469 |
| Enactment Date | 4-15-15 |



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
From Vernon Hal, Senior Business Officer
Board Meeting Date April 15, 2015
Subject Executives on Loan Agreement between Urban Strategies Council and OUSD

Action Requested Approval of Amendment No 1 to Executive Loan Agreement between Urban Strategies Council and OUSD

Background
A one paragraph explanation of why the consultant's services are needed.
 Urban Strategies supports the District's Executive on Loan program which enables senior managers to support various Business and Operations functions within the District, including financial services, auditing, accounting, and student assignment. The current Executive on Loan program with Urban Strategies has been in place since early 2011.

Discussion
One paragraph summary of the scope of work.
 The Urban Strategies Council of Oakland has agreed to service as the employer of record to provide senior executives on loan to the District to support on an interim basis the District's financial services, student assignment and auditing functions. Amendment No 1 increases the amount of the agreement by an additional \$100,000, all other terms and conditions remaining the same.

Recommendation Approval of Amendment No 1 to Executive on Loan Agreement between Urban Strategies Council and OUSD

Fiscal Impact Funding resource name: (GP) not to exceed \$100,000

Attachments

- Amendment No 1 to Agreement with Urban Strategies Council

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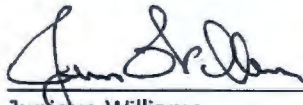
**Amendment No. 1 to Executive On Loan Agreement
Between
Oakland Unified School District
And
Urban Strategies Council**

By Enactment 14-1330 dated June 25, 2014, the Board of Education approved an Executive on Loan Agreement between Urban Strategies (hereinafter "URBAN STRATEGIES") and the Oakland Unified School District (hereinafter "the District" or "OUSD") for URBAN STRATEGIES to facilitate the retention of highly-skilled professionals whose services are critical on a short term basis by the District (the "Agreement"). The Parties hereby agree to amend said Amendment as follows:

1. Paragraph 4 (Compensation) is hereby amended to add an additional \$100,000 to the total amount of the contract for the current fiscal year.
2. Except as expressly provided above, the Agreement is unchanged.
3. This Amendment to the Agreement between URBAN STRATEGIES and the District constitutes the entire understanding and agreement between the Parties.
4. All understandings, agreements, covenants, and representations express or implied, oral or written between the Parties are contained and merged herein. No other agreements, covenants, or representations, express or implied, oral or written, have been made by or between the Parties concerning the subject of this Amendment. This is an integrated agreement. It may not be altered, modified or otherwise changed in any respect except in a writing signed by each party.

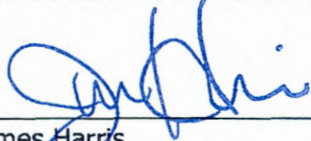
IN WITNESS WHEREOF, the parties hereto agreed to be bound and have executed this Amendment to the Agreement originally approved by the Oakland Unified School District Board of Education on June 25, 2014.

Urban Strategies Council

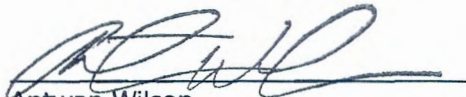


Junious Williams
Chief Executive Officer

The Oakland Unified School District

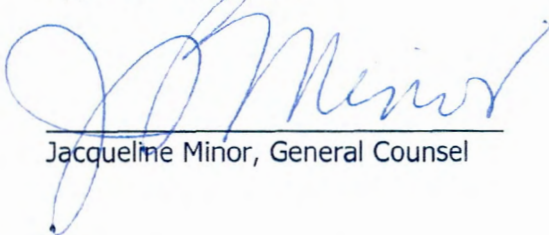


James Harris
President, Board of Education



Antwan Wilson
Superintendent & Secretary, Board of Education

Approved As to Form



Jacqueline Minor, General Counsel

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Introduction Date: 4/15/15
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Enactment Date: 4/15/15
By: [Signature]

**EXECUTIVES ON LOAN AGREEMENT
BETWEEN
URBAN STRATEGIES COUNCIL
AND
OAKLAND UNIFIED SCHOOL DISTRICT
FISCAL YEAR 2014-15**

Parties

This Agreement is entered into between the **Urban Strategies Council** (hereinafter referred to as the "Council") and the **Oakland Unified School District** (hereinafter referred to as the "District") to cover the period of July 1, 2014 through June 30, 2015.

I. Purpose

The Council wishes to continue its on-going relationship with the District by supporting the District's Executive on Loan program. Under the Executive on Loan program, the Council will provide Executives on Loan to the District to support the District's Business and Operations departments, including human resources, financial services, payroll, accounting, auditing and student assignment.

II. Scope of Engagement

The Executives on Loan will serve as lead project consultants for 1) public finance, fiscal management and budget development and 2) human resources and human capital management. The Executives on Loan shall work as loaned executives in the District's Business and Operations division. The District's Deputy Superintendent for Business and Operations will identify and define scope of specific assignments and/or projects that the Executives on Loan will undertake.

III. Duration

This agreement shall commence on July 1, 2014 and shall terminate June 30, 2015 unless extended in writing by mutual agreement of the Council and the District. The agreement may be terminated by either party upon thirty (30) days prior written notice.

IV. Compensation

For the aforementioned services, the District shall pay the Council 100% of the salaries of the Executives on Loan, plus an administrative fee of 15%. The amount to be paid by the District to the Council under this Agreement shall not exceed \$250,000. The Council shall invoice the District during each fiscal year. The invoices shall be submitted to:

Vernon Hal, Deputy Superintendent Business and Operations
1000 Broadway Suite 680
3rd Floor
Oakland, CA 94607

or emailed to:

Vernon.Hal@ousd.k12.ca.us

At all times, the Executives on Loan shall be deemed independent contractors of the District and shall not be entitled to any District employee benefits. None of the work to be performed by the Executives on Loan shall be subcontracted without prior written consent of the Council. The Council shall submit Forms 1098 to the Internal Revenue Service and will provide Forms 1099 to the Executives on Loan. The Council will not withhold or pay any taxes. Payment of all taxes is the sole responsibility of the Executives on Loan.

V. CONFIDENTIALITY AND OWNERSHIP OF MATERIALS AND PRODUCTS

A. Confidential Information and Data:

The District and the Council agree not to publish or otherwise disclose any information or data obtained from each other or from third parties pursuant to this agreement that has been identified in writing as confidential or proprietary ("Confidential Information"), for any purpose other than performance of the work hereunder, without the prior written consent of the non-disclosing party(ies). Both parties shall obligate its employees, sub-Districts, consultants and agents to protect the Confidential Information in accordance with these requirements. "Confidential Information" as used hereunder, does not include information which: (i) is or becomes available to the public through no breach of this sub-contract by the parties; (ii) is required to be disclosed by either party pursuant to law or court order, provided the party required to so disclose gives prior notice to the other party of the required disclosure detailing the Confidential Information to be disclosed, and cooperates to preserve, to the extent possible, the confidentiality of the Confidential Information; or (iii) is independently known by the recipient of Confidential Information prior to receipt thereof or is discovered independently by the recipient.

B. Ownership of Work Products and Materials:

The District shall maintain full ownership and exclusive rights to all work produced in the course of and as an end result of this agreement, including drafts, any code developed, as well as all design and functionality of the draft and final materials. No use of any of the materials produced as an end result of this contract shall be made without the OUSD's prior written consent. The District maintains the right to produce and disseminate descriptions of the activities it has carried out under this contract that do not include reproducing the products themselves or otherwise violating the terms of this clause.

VI. JURISDICTION, SEVERABILITY AND DISPUTE RESOLUTION

A. Jurisdiction

This agreement shall be deemed to have been executed under the laws of the State of California. If any provision of this agreement shall be deemed invalid or void, the remainder of the agreement shall remain in effect.

B. Severability

If any sections of provisions of this contract are determined to be void or unenforceable by a court of competent jurisdiction, the remaining sections and provisions shall remain in full force and effect unless or until modified in writing by mutual agreement of the parties.

C. Dispute Resolution

In the event that a dispute arises between the parties regarding the interpretation of this agreement or performance under it, the aggrieved party shall notify the other party in writing. Within three working days of receipt of written notice regarding a dispute of interpretation or performance, the parties shall meet by telephone or in person to discuss and resolve the matter in a manner satisfactory to both parties.

In the event that the meeting described in the paragraph does not result in satisfactory resolution of the dispute, the parties agree to submit such dispute to binding arbitration under the rules of the American Arbitration Association, with both parties sharing equally in the costs of such arbitration. The decision of the arbitrator shall be final and enforceable in any court of competent jurisdiction.

VII. HOLD HARMLESS

The District agrees to defend and hold harmless the Council against any claims, administrative or judicial, that may occur as a result of activities and services rendered per this agreement, to the extent that such claims are due to the actions or omissions of the District.

The Council agrees to defend and hold harmless District against any claims, administrative or judicial, that may occur as a result of activities and services rendered per this agreement, to the extent that such claims are due to the actions or omissions of the Council.

VIII. Conclusion


The provisions set forth above represent the entire agreement between the parties and the terms set forth herein shall not be modified, deleted, extended or otherwise altered except upon execution of a new agreement signed by both parties.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List.


<https://www.sam.gov/portal/public/SAM>

Urban Strategies Council

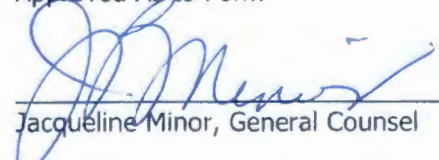

Junious Williams
Chief Executive Officer

The Oakland Unified School District


David Kakishiba
President, Board of Education 6-26-14


Dr. Gary Yee, Superintendent and
Secretary, Board of Education 6-26-14

Approved As to Form


Jacqueline Minor, General Counsel

File ID Number: 14-1502
Introduction Date: 6-25-14
Enactment Number: 14-133
Enactment Date: 6-25-14
Rv