

Board Office Use: Legislative File Info.	
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Introduction Date	11/18/2015
Enactment Number	15-1847
Enactment Date	11-18-15



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Learning. Growing. Inspiring.*

# Memo

To Board of Education  
 From Devin Dillon, Chief Academic Officer  
 Board Meeting Date November 18, 2015  
 Subject **AGREEMENT WITH CONTRA COSTA COMMUNITY COLLEGE DISTRICT,  
 DIABLO VALLEY COLLEGE, FOR LIBRARY PROFESSIONAL  
 DEVELOPMENT**

Action Requested **Approval of Agreement With Contra Costa Community College  
 District, Diablo Valley College, For Library Professional  
 Development**

Background Discussion The District is entering into this Agreement with Diablo Valley College (DVC), a part of the Contra Costa Community College District, for cohort training for current OUSD library clerks, other employees or students as designated by OUSD, professional training and skill development. The Agreement provides for a series of courses to be offered by DVC to District Staff and students. The courses to be provided are listed in the Agreement. The term of the Agreement is the 15-16 school year at a cost of \$145,450.

Recommendation **Approval of Agreement With Contra Costa Community College  
 District, Diablo Valley College, For Library Professional  
 Development**

Fiscal Impact Funding resource name: General Purpose

Attachments • Agreement



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office**  
**With Every Consent Agenda Contract.**

**Legislative File ID No.** 15-2199

**Department:** Chief Academic Officer

**Vendor Name:** Diablo Valley College

**Contract Term:** Start Date: 10/01/2015 End Date: \_\_\_\_\_

**Annual Cost:** \$ \$145,450.00

**Approved by:** Chief Academic Officer

**Is Vendor a local Oakland business?** Yes ☐ No ☒

**Why was this Vendor selected?**

Diablo Valley College (DVC) is a community college that is a part of the Contra Costa College system which has an established, highly regarded library sciences program.

**Summarize the services this Vendor will be providing.**

DVC is providing performance development, with a goal of developing skills for OUSD's library clerks to transition the position to library technician and provide dual enrollment in library science courses for OUSD students.

**Was this contract competitively bid?** Yes ☐ No ☒

\_\_\_ If No, answer the following:

1) How did you determine the price is competitive?

Compared course offerings and prices with other community colleges.

2) Please check the competitive bid exception relied upon:

- ☒ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☐ **Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts
- ☐ **Technology** contracts
  - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - ☐ Western States Contracting Alliance Contracts (WSCA)
  - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**





PURCHASING DEPARTMENT  
David S. Wetmore, Director of Purchasing

November 12, 2015

Oakland Unified School District  
1000 Broadway, Suite 680  
Oakland, CA 94607

Dear Contractor:

Enclosed are 2 copies of an agreement entered into with the Contra Costa Community College District. This agreement was approved at the District's Governing Board meeting on November 11, 2015.

Please sign and return a copy in the envelope provided. **The contract number listed on your agreement should be referenced on all correspondence, invoices, or remittances for this agreement.**

Sincerely,

David S. Wetmore  
Director of Purchasing & Contracts

**CONTRA COSTA COMMUNITY  
COLLEGE DISTRICT  
500 Court Street  
Martinez, CA 94553**

**Diablo Valley College  
Agreement for  
Education Services**

THIS AGREEMENT is entered into this day October 1, 2015 between CONTRA COSTA COMMUNITY COLLEGE DISTRICT hereinafter referred to as "DISTRICT" and Oakland Unified School District, 1000 Broadway, Suite 100, Oakland, CA 94607, hereinafter referred to as "OUSD".

**WHEREAS**, OUSD desires to engage the District to provide cohort training for OUSD current library clerks and other employees or students as designated by OUSD, with the goal of professional training and skill development ("educational and training services");

**THEREFORE THE PARTIES AGREE AS FOLLOWS:**

A. The District will provide education services and credit classes as follows:

1. Course: Counseling 095, Orientation to College (0.3 units of credit/30 students)  
Term: Spring 2016  
Dates, days, hours: TBD  
Location: TBD  
Price: \$900  
Instructor: TBD
  
2. Course: L-100, Introduction to a Career in Library Technology (1 units of credit/30 students)  
Term: Spring 2016  
Dates, days, hours: TBD  
Location: TBD  
Price: \$2,700  
Instructor: TBD
  
3. Course: CIS-150, Computer Information Systems for Library Technology (1 unit of credit/30 students)  
Term: Spring 2016  
Dates, days, hours: TBD  
Location: TBD  
Price: \$2,700  
Instructor: TBD
  
4. Course: L-103, Access Services (2 units of credit/30 students)  
Term: Summer 2016  
Dates, days, hours: TBD  
Location: TBD  
Price: \$5,400  
Instructor: TBD

5. Course: L-104, Cataloging and Classification (3 units of credit/30 students)  
Term: Spring 2017  
Dates, days, hours: TBD  
Location: TBD  
Price: \$8,100  
Instructor: TBD
6. Course: L-105, Reference Services: Tools and techniques (3 units of credit/30 students) Fall  
Term: 2016  
Dates, days, hours: TBD TBD  
Location: \$8,100  
Price: TBD  
Instructor:
7. Course: L-108, Acquisition of Library Material (1 unit of credit/30 students)  
Term: Summer 2016  
Dates, days, hours: TBD TBD  
Location: \$2,700  
Price: TBD  
Instructor:
8. Course: L-111, Storytelling (2 units of credit/30 students) Fall  
Term: 2016  
Dates, days, hours: TBD TBD  
Location: \$5,400  
Price: TBD  
Instructor:
9. Course: LS-121, Information Literacy and Research Skills (1 unit of credit/30 students)  
Term: Spring 2016  
Dates, days, hours: TBD TBD  
Location: \$2,700  
Price: TBD  
Instructor:
10. Course: L-150, Topics in School Librarianship (2 units of credit/30 students)  
Term: Summer 2017  
Dates, days, hours: TBD TBD  
Location: \$5,400  
Price: TBD  
Instructor:
11. Course: L-150, Topics in Children's Literature (1 units of credit/30 students)  
Term: Summer 2017  
Dates, days, hours: TBD TBD  
Location: \$2,700  
Price: TBD  
Instructor:

12. Course: Cooperative Work Experience Education 160/170/180 (2-unit internship)  
Term: Fall 2016/Spring 2017  
Dates, days, hours: TBD TBD  
Location: \$4,950  
Price: TBD Dates, days, hours: TBD  
Instructor:

13. Study Sessions/Tutoring:

- Term: All terms, concurrent with class schedule  
Dates, days, hours: TBD Location: TBD  
Price: Included below

14. Additional Program Costs- (Program management and student materials)

<b>Credit Courses Total Cost (from above)</b>	\$51,750
<b>Program administration and support services</b>	
Program Coordinator	\$50,000
Student Orientations: 2 additional staff x 6 hours	\$1,200
Office Hours with students - 2 hours/week	\$10,000
Tutoring/Instructional Aid: 5 hours/week while classes in session	\$5,500
Staff meetings with instructors	\$3,000
Curriculum development/program management	\$8,000
<b>Subtotal</b>	\$77,700
<b>Additional Expenses &amp; Student Materials</b>	
Books/class materials 30 students X \$200	\$6,000
Chromebook Laptop 30 X \$300	\$9,000
Chromebook tutorial (Lynda.com) 30 X \$30	\$1,000
<b>Subtotal</b>	16,000
<b>Grand Total</b>	145,450



- B. The staff assigned to develop, coordinate and conduct the educational and training service(s) as stated in Section A, will be certified in accordance with the rules and regulations of the California Community College Board of Governors, and/or by documented experience and credentials that will be acceptable to the organization. Instructional assistants are employees of OUSD.
- C. OUSD may arrange only with the assigned District Administrator to hold or not to hold a portion of the educational and training service(s) at the particular time(s) designated by the Agreement in Sections A-1,2,3,4.
- D. The District will be compensated for all services rendered and expenses incurred to conduct the educational service(s) at **\$145,450**.
- E. The District retains the right to cancel the course up to 14 days after the first course meeting, in which case OUSD shall not be liable for any payments to the District.
- F. OUSD shall defend, save harmless and indemnify the Contra Costa Community College District and its officers, agents and employees from all liabilities and claim for damages and death, sickness or injury to persons or property, including without limitation all consequential damages, from any cause whatsoever arising from or connected with the operations or services of OUSD hereunder, resulting from the conduct, negligent or otherwise, of OUSD, its agents, servants, employees, or subcontractors hereunder.
- G. The Contra Costa Community College District shall defend, save harmless and indemnify OUSD and its officers, agents and employees from all liabilities and claims for damages and death, sickness, or injury to persons or property, including without limitation all consequential damages from any cause whatsoever arising from or connected with the operations or the services of OUSD hereunder, resulting from the conduct, negligent or otherwise, of OUSD, its agents, servants, employees, or subcontractors hereunder.
- H. IT IS MUTUALLY UNDERSTOOD that OUSD and District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in amounts and written by carriers satisfactory to OUSD and District respectively. OUSD and District shall cause to be issued to the District and OUSD respectively, an insurance endorsement naming the other party as an additional insured under the policy or policies of insurance so maintained, which endorsement shall cover the liability described hereinabove by liability coverage and contractual coverage, all in accordance with foregoing provisions of this Agreement.
- I. OUSD and the District agree that they will not discriminate in the selection of any student to receive instruction pursuant to this Agreement because of race, creed, color, national origin, sex or age. In the event of OUSD's non-compliance with the section, this Agreement may be canceled, terminated or suspended in whole or in part by the District.
- J. This contract may be terminated by either party upon thirty (30) days written notice.
- K. The District will invoice OUSD by the completion of the educational and training service(s) for each course.
- L. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** District and OUSD certify to the best of their knowledge and belief, that they 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, certify that they do not appear on the Excluded Parties List. (<https://www.sam.gov/>)



**Diablo Valley College**

Peter Garcia, President  
321 Golf Club Road  
Pleasant Hill, CA 94523-1544

By 

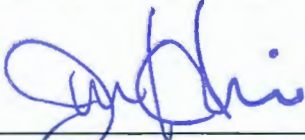
Dated: 11/11/15

By 

Dave Wetmore, Director of Purchasing & Contracts  
Contra Costa Community College District

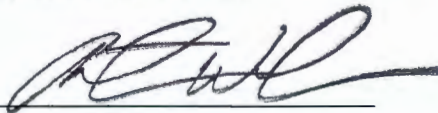
Dated: 11-11-15

**OAKLAND UNIFIED SCHOOL DISTRICT**



James Harris  
President, Board of Education

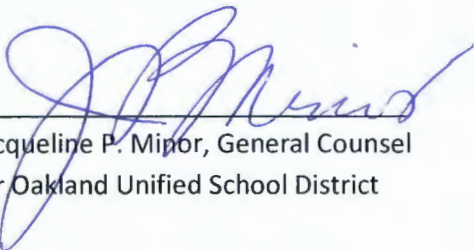
Dated: 11/19/15



Antwan Wilson  
Superintendent and Board Secretary

Dated: 11/19/15

**Approved as to Form:**



Jacqueline P. Minor, General Counsel  
for Oakland Unified School District

Dated: 11/18/15

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