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OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

To Board of Education  
From Brigitte Marshall, Chief, Talent Division  
Board Meeting Date January 13, 2016  
Subject

Action Requested **Ratification of Agreement with Hazard, Young, Attea, Executive Search Firm**

Background and Discussion The Talent Division is entering into an agreement with Hazard, Young, Attea Executive Search Firm ("HYA") to assist the District in its search for a Deputy Chief of Facilities, Management & Planning. The term of the Agreement is the present to June 30, 2016 at a cost not to exceed \$19,500 for the search plus reasonable expenses.

Recommendation **Ratification of Agreement with Hazard, Young, Attea, Executive Search Firm**

Fiscal Impact Funding resource name: General Purpose

Attachments • Agreement



December 9, 2015

Brigitte Marshall, Chief Talent Officer  
Oakland Unified School District  
1000 Broadway  
2<sup>nd</sup> Floor, Suite 295  
Oakland, CA 94607

### **LETTER OF AGREEMENT**

#### **Purpose**

The purpose of this Letter of Agreement (the "Agreement") is to document the working arrangement between ECRA Group, Inc. and its Hazard, Young, Attea Executive Search Division ("HYA"), and the Oakland Unified School District (OUSD). HYA will assist in helping the District in its search for the position of Deputy Chief of Facilities, Management & Planning. HYA will provide to the Oakland Unified School District with the services outlined below.

#### **HYA Responsibilities**

1. At the District's request, HYA will assist in the identification of a Deputy Chief of Facilities, Management & Planning.
2. HYA will help develop proposed key criteria for the position, based on input provided by the Chief Talent Officer and/or other designees, and will provide that criteria to the District and interested applicants.
3. HYA will post the vacancy nationally using its website and will accept applications via our application site. All materials received for the position will be treated confidentially by all parties involved, and will be provided to no one except on a need-to-know basis, in a manner consistent with both federal and state law.
4. As requested by the Chief Talent Officer, HYA will develop and place any online ads for the position as a recruitment tool. The amount to be spent on advertising, if any, will be determined by the OUSD team, and will be billed separately.
5. As part of its recruitment efforts, the search consultants will contact prospective candidates. Additional candidates will be recruited by HYA through personal contact with the firm's national network of associates.

6. The search will open and close according to a schedule determined by the Chief Talent Officer. Screening and consultant interviews will be conducted, and the consultants will present a select slate of candidates on a date agreeable to the District. The number of candidates to be presented will be decided upon by the consultants and the Chief Talent Officer.
7. Throughout the search process the consultants will be available to counsel with the Chief Talent Officer about the search.
8. At the close of the search and the appointment of the new Administrator, HYA will communicate with all unsuccessful candidates.

### **Management Team**

Upon concurrence of the Chief Talent Officer/District, HYA proposes that the search team be managed by Dr. Carolyn McKennan, Dr. Diane Siri, and Dr. Ardella Dailey. Additional consultants will be added as needed.

### **Extent of Services and Guarantees**

The Administrator appointed with HYA's assistance will not be presented to another District or hiring authority as a candidate if it would result in them leaving the District within five (5) years of employment, unless the District provides written authorization to HYA that they may do so.

### **Fees and Payment Schedule**

In consideration for Services, OUSD will pay to ECRA Group, Inc.:

- \$19,500 for the consulting fee for the search.
- The fee will be due in two installments: 50% due at contract approval by the OUSD Board of Education and 50% due at completion of the search and executed by the candidate of her/his employment agreement with OUSD
- Reimbursement for advertisement expenses, estimated \$1,750-\$4,000
- Reimbursement for consultant expenses related to travel to meet with the District is estimated at \$2,000
- Reimbursement for candidate expenses, estimated at \$2,000-\$5,000. These expenses will be discussed with and approved by the Chief Talent Officer prior to being incurred
- Reimbursement for Baker Eubanks background check on preferred candidate, if so desired by the District, background check/media \$850 per candidate
- OUSD may terminate this Agreement at any time with 30 days prior written notice to HYA. Should the District choose to end the search before the candidates are presented, the District is responsible for half of the search fee and all expenses incurred prior to its decision – advertising, consultant time and travel expenses

- A mutually agreeable change in the fee will be established if the District desires the search consultants to have a greater or lesser involvement in any phase of the search process as indicated in this Agreement, or to provide services in addition to those described in this Agreement.

### **Business Relationship**

The District and HYA agree that HYA does not have the status of employee, shall not be entitled to any employee fringe benefits, and shall function as an independent contractor.

The District agrees that any and all Intellectual Property and technology designed, made or conceived by HYA (solely or jointly with others) arising from HYA's work for the District, is the sole property of HYA, without royalty or other consideration to the District.

All information, notes, interview sheets, lists, and other documents developed by HYA consultants shall remain the property of HYA until such time as specific information is given to the District.

The District understands that it is unlawful for it to either disclose to any person outside of the District or the District's employment, or make any unauthorized use of HYA trade secrets or confidential information, unless it can be shown that such information has become public knowledge through no act of the District.

**Confidentiality.** HYA will preserve the confidential nature of any information that becomes available to it.

If the Superintendent is dissatisfied with the candidate selected as a result of the HYA search within 6 months from the date of employment, HYA will conduct a search at no cost to the District, except for expenses, and in accordance with all other terms set forth herein.

### **Insurance.**

- i. Unless specifically waived by OUSD, the following insurance is required:

If HYA employs any person to perform work in connection with this Agreement, **HYA** 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.

- ii. **HYA** 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 **HYA**. The policy shall protect **HYA** 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. **HYA** shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million (\$1,000,000) per claim.

**Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, **HYA** 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, **HYA** agrees to require like compliance by all its subcontractors. **HYA** 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.

**Indemnification.** **HYA** agrees to hold harmless, indemnify, and defend the District and its officers, agents and employees from any and all claims or losses resulting from injury, damage, or death of any person, firm or corporation in connection with the performance of this Agreement. **HYA** also agrees to hold harmless, indemnify and defend the District 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 **HYA** in connection with the performance of this Agreement. The District shall indemnify and defend **HYA** from third-party claims or losses that are brought as a result of the services performed under this Agreement, and which are determined by a court of competent jurisdiction to have been caused by the sole negligence or willful misconduct of the District and its officers, agents and employees. This provision survives the termination of this Agreement.

**Assignment.** The obligations of **HYA** under this Agreement shall not be assigned without the express prior written consent of the District.

**Drug-Free/Smoke Free Policy.** No drugs, alcohol and/or smoking are allowed at any time in any building and/or grounds on District property. No students, staff, visitors, or contractors are permitted to use drugs on these sites.

**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.

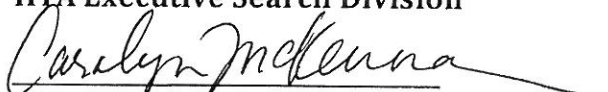


**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered 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>

### Term and Termination

This Agreement shall become effective on the date the Agreement is signed by the Chief Talent Officer and will continue in effect until June 30, 2016 or terminated.

**ECRA Group, Inc.:**  
**HYA Executive Search Division**

  
Signature

Carolyn McKenna  
Name  
West Coast  
Regional President  
Title

12/09/2015  
Date

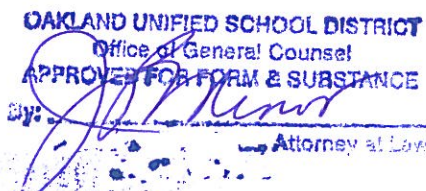
**Oakland Unified School District:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE  
By:   
Attorney at Law



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

**Legislative File ID No. 16-0154**\_\_\_\_\_

**Department: Talent Division**\_\_\_\_\_

**Vendor Name:** Hazard, Young Attez (HYA)\_\_\_\_\_

**Contract Term:** Start Date: December 1, 2015\_\_\_\_\_ End Date: June 30, 2016\_\_\_\_\_

**Annual Cost:** \$19,500+ search expenses

**Approved by: General Counsel**\_\_\_\_\_

**Is Vendor a local Oakland business?** Yes \_\_\_\_ No X\_\_

**Why was this Vendor selected?**

Expertise in senior management for school district recruitment.

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

HYA will assist in the identification of a Deputy Chief of Facilities, Management & Planning, will develop proposed key criteria for the position, will provide criteria to District and interested applicants, will post vacancy nationally, will accept applications and provide prospective candidates.

**Was this contract competitively bid?** Yes \_\_\_\_ No X\_\_

If No, answer the following:

1) How did you determine the price is competitive?

Comparable to searches for other senior managers.

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 \$87,800 (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 [requires Board resolution declaring an emergency]

☐ **Technology** contracts

☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 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**