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| Board Office Use: Legislative File Info. | |
| File ID Number | 16-0734 |
| Introduction Date | 05/11/2016 |
| Enactment Number | 16-0653 |
| Enactment Date | 5/11/16 02 |



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education
From Antwan Wilson, Superintendent
Board Meeting Date (To be completed by Procurement) 5/11/16
Subject Professional Services Contract - Edgility Consulting, LLC
- Talent Division #944 (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and Edgility Consulting, LLC. Services to be primarily provided to Talent Division #944 for the period of 02/20/2016 through 6/30/16.

Background
A one paragraph explanation of why the consultant's services are needed.

To adjust recruitment materials in order to attract high-potential employee candidates for the District.

Discussion
One paragraph summary of the scope of work.

1. A set of revised candidate marketing and messaging materials, a series of strategy recommendations for short, medium and long term implementation, and, as needed, sample tools for identifying, tracking and converting interested candidates into employees.
2. A review of current selection competencies and rubrics, interview guides and performance tasks, selection process steps and structure; make recommendations for updates and improvements to the timeline, structure, materials and details of the selection process and provide in-person training to key stakeholders and the senior leadership team in how to execute the designed process.

Recommendation Ratification of professional services contract between Oakland Unified School District and Edgility Consulting, LLC. Services to be primarily provided to Talent Division #944 for the period of 02/20/2016 through 6/30/16.

Fiscal Impact Funding resource name (please spell out) Title II not to exceed 35,00000

Attachments

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Insurance Certification
- TB screening documentation
- Statement of qualifications



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

Legislative File ID No. 16-0734

Department: Talent Division #944

Vendor Name: Edgility Consulting LLC

Project Name: Recruitment Campaign

Annual Cost: \$ 35000 **Project No.:** 1

Contract Term: Start Date: 02/20/2016 End Date: 06/30/2016

Approved by: Aaron Townsend

Is Vendor a local Oakland business? Yes ☒ No ☐

Why was this Vendor selected?

To help recruit high quality teachers and central office employees by designing a new recruitment plan to review current selection competencies and rubrics, interview guides and performance tasks, selection process steps and structure; make recommendations for updates and improvements to the time line, structure, materials and details of the selection process and provide in-person training to key stakeholders and the senior leadership team in how to execute the designed process.

Summarize the services this Vendor will be providing.

Consultant will:

1. Create a set of revised candidate marketing and messaging materials, a series of strategy recommendations for short, medium and long term implementation, and, as needed, sample tools for identifying, tracking and converting interested candidates into employees.
2. Review current selection competencies and rubrics, interview guides and performance tasks, selection process steps and structure; make recommendations for updates and improvements to the time line, structure, materials and details of the selection process and provide in-person training to key stakeholders and the senior leadership team in how to execute the designed process.

Recruitment Campaign Process:

- Stage 1 - Clarify priorities and needs of target schools' supervisors, staff, and key stakeholders to develop an ideal candidate profile, key criteria, and position competencies
Stage 2 - Design and implement a detailed recruitment plan including posting sites, marketing materials, source list, and other related materials. Edgility team will be responsible for circulating the job description to their internal list of over 500 nominators as well as researching high-potential candidates.

Was this contract competitively bid? Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

No; they were competitive with others doing similar work.

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
- ☐ **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**

**CONSULTING AGREEMENT BY AND BETWEEN
EDGILITY CONSULTING AND OAKLAND UNIFIED SCHOOL DISTRICT**

This agreement (the "Agreement") is made on February 20, 2016 by and between Edgility Consulting LLC, a New Hampshire limited liability company ("**Consultant**") and Oakland Unified School District ("**Client**") (collectively referred to as "**Parties**"). Client wishes to retain Consultant to provide recruitment support for up to three (3) high school principal searches and as such, the Parties agree as follows:

1. Background and Purpose. Consultant provides human resources consulting and executive search services. Client desires to retain Consultant and Consultant agrees to provide to Client services on the terms and conditions set forth herein.

2. Services. Consultant shall provide to Client the services set forth on **Exhibit A** ("**Services**"), which is attached hereto and expressly incorporated herein by this reference. **Exhibit A** may be amended from time to time by the Parties pursuant to a written amendment signed by both parties pursuant to the terms of this Agreement.

3. Duties of Client.

3.1 Client agrees to cooperate with Consultant in the performance of Consultant's services and, specifically, Client agrees to the duties assigned to Client within this Agreement and as set forth in **Exhibit A** hereto.

4. Term. The term of services pursuant to this Agreement shall commence on February 20, 2016 and shall end on June 30, 2016, unless terminated by either party in accord with Section 7, herein (the "Term of Services"). Consultant and Client may extend the Term of Services by mutual agreement, but any such agreement must be in writing and signed by both Parties.

5. Compensation. As consideration for providing the Services, Client shall pay to Consultant as follows:

Client shall pay Consultant a consulting fee in the amount of \$35,000 according to the following schedule:

- A. \$17,500 due upon execution of this Agreement;
- B. \$8,750 due on April 1, 2016
- C. Final payment of the balance of \$8,750 due upon the date that offers are pending for the aforementioned principal vacancies or on May 20, 2016 whichever date comes earlier in time. If one or more vacancies are outstanding on May 20, 2016, Consultant will either continue sourcing for those roles or will discount this final payment by \$5,250.

Client shall reimburse Consultant for all approved expenses necessary to the performance of Consultant's duties, including but not limited to any advertising reimbursements, within 30 days of Consultant's submission of an invoice or reimbursement request with supporting documentation to Client. Other possible expenses include, but are not limited to, necessary travel, meals and lodging, long distance telephone charges, photocopying, messenger and delivery services and postage.

Client agrees that Consultant reserves the right to charge an interest rate of 1.5 percent per month (18 percent per annum) for payments of fees or other compensation over 30 days late. In the event Consultant must refer any unpaid invoice for collection, Client shall pay all collection costs, including reasonable attorney's fees.

Consultant agrees that if a candidate hired by Client in association with the Services ceases to be employed by the Client, whether voluntarily or involuntarily, within six (6) months of the initial hiring date, then Consultant will renew the search in keeping with the scope of the Services in this Agreement. Except for direct expenses, Consultant shall not charge Client any additional cost in association with any such renewed Services beyond the payments provided for within this Agreement.

6. Hiring of Candidates for Other Positions. Client agrees that if, during the Term of Services or within six (6) months thereafter, it fills any role or position other than the Search Position, through the hiring as an employee, or engagement as an independent contractor, of any individual identified or introduced to it by Consultant, then Client shall pay Consultant a referral payment of ten thousand (\$10,000) dollars (the "Referral Payment"). A Referral Payment shall be individually triggered by each applicable individual so hired or engaged in a non-Search Position by Client. Any such Referral Payment shall be in addition to, and shall not supersede or replace, any other payments or compensation due or owing pursuant to this Agreement.

7. Early Termination.

Consultant and Client shall each have the right to end the Term of Services early by providing written notice to the other party at least 30 days in advance of the termination date, and such termination shall be subject to the Early Termination Payments set forth in Section 8 herein.

Consultant shall have the right to immediately end the Term of Services by written notice to Client if Client breaches any material provision of this Agreement, including, without limitation, the duties set forth in Section 3 above, or the making of payments to Consultant when due under the terms of this Agreement, and such termination shall be subject to the Early Termination Payments set forth in Section 8 herein.

8. Early Termination Payments.

In the event that the Term of Services within this Agreement is terminated pursuant to Section 7.1 or Section 7.2, Client shall pay any and all fees, expenses, and costs incurred by Consultant, or otherwise due and owing, as of the effective date of the termination.

9. Conflict of Interest. Consultant agrees to devote the time and resources necessary to perform the services for Client provided for in this Agreement, but shall be free to work for any other client(s) during the term of this Agreement as long as that work does not prohibit Consultant from performing services for Client.

10. Confidential Information; Non-Disclosure.

10.1 During the term of this contract, Consultant may have access to and become acquainted with information of a confidential or proprietary nature ("Confidential Information"), which may be either applicable or related to the present or future business of Client or the business of its members and/or donors. Such Confidential Information shall be denoted as such by Client and includes, but is not limited to, donor's personal information, giving history, financial information, member's financial information, strategic plans and other information concerning donors, members and/or vendors. Consultant shall (i) not use for its own benefit or knowingly disclose to or use for the benefit of any other person, any Confidential Information

without Client's prior written consent; (ii) use at least the same degree of care and precautions to protect Client's Confidential Information from disclosure that it employs with respect to its own confidential information; (iii) disclose Confidential Information only to those of its employees or contractors who require access to perform its obligations under this Agreement; and (iv) take appropriate action by instruction, agreement or otherwise with Client's employees or other persons allowed such access to satisfy the foregoing obligations.

10.2 This Section shall not apply to any information which (i) is or becomes publicly available through no fault of Consultant; (ii) is already in Consultant's possession without restriction on disclosure when disclosed by Client; (iii) is independently developed by Consultant without use of Confidential Information; or (iv) is rightfully obtained from third parties without restriction on disclosure.

11. Independent Contractor. This Agreement will not render Consultant an employee, partner, agent of, or engaging in a joint venture with Client for any purpose. Consultant is and will remain for all purposes an independent contractor. Client shall furnish Consultant a copy of IRS Form 1099, setting forth Consultant's annual income no later than the end of January of the year following any year during which services were rendered.

12. Indemnity. Client will indemnify, defend, and hold Consultant free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from, growing out of, or in any way connected with services provided by Consultant for Client under the terms of this Agreement, unless and only to the extent that an arbitrator finds that Consultant has committed gross negligence or willful misconduct in the conduct of the Services and holds Consultant liable in whole or in part. Notwithstanding anything to the contrary in the foregoing sentence, Consultant shall indemnify, defend, and hold Client free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments suffered by Client as a result of a third party legal action caused by the gross negligence or willful misconduct of Consultant; provided that such acts or omissions by Consultant were taken without the approval or acquiescence of the Client or an agent designated for this purpose by the Client.

13. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement, including any dispute relating to interpretation of or performance under the Agreement ("**Dispute**"), shall be resolved in the manner set forth in this Section 13, which shall be in lieu of litigation in any court, and the Parties specifically waive any right to a jury trial of any dispute between them.

Negotiation. The Parties will attempt in good faith to resolve the Dispute promptly by negotiations between senior representatives of the Parties who have authority to settle the Dispute (each, a "**Representative**").

Mediation. If a dispute arises between the parties to this agreement, whether arising from or related to the Agreement itself or arising from alleged extra-contractual facts prior to, during, or subsequent to the agreement, including, without limitation, fraud, misrepresentation, negligence, or any other alleged tort, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures before resorting to the arbitration proceedings laid out in section 13.3.

ARBITRATION AGREEMENT.

(a) If mediation is unsuccessful, any dispute arising between the parties, whether arising from or related to the Agreement itself or arising from alleged extra-contractual facts prior to, during, or subsequent to the agreement, including, without limitation, fraud, misrepresentation, negligence, or any other alleged tort, the dispute shall be decided by arbitration in accordance with Title 9 of the United States Code and Chapter 542 of the New Hampshire Revised Statutes Annotated. The arbitration proceeding shall be conducted under the Commercial Rules of the American Arbitration Association (hereinafter, "AAA"), or, if the AAA has ceased to exist, its successor organization or a similar organization at the time demand is made.

(b) Notice of the demand for arbitration must be provided, in writing, to the other Party at the locations specified in section 14 of this Agreement and to the AAA. Demand must be made within one hundred and eighty (180) days after the dispute has arisen, time is of the essence. Said arbitration will occur within thirty (30) consecutive days after the Party demanding arbitration delivers the written demand on the other Party, unless impracticable or the Parties mutually agree otherwise in writing. Arbitration shall be initiated and conducted in Oakland, California or at such other location mutually agreed by the Parties.

(c) The arbitrator shall be selected by Consultant from a list of five (5) arbitrators provided by the American Arbitration Association. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the State of California .

(d) The arbitrator shall have the power to grant all legal and equitable remedies, including, but not limited to, injunction, specific performance, cancellation, accounting, attorney fees, and compensatory damages, except only that punitive damages shall not be awarded. The arbitrator may also award prejudgment interest as applicable under California law.

(e) The arbitrator shall issue a binding decree within thirty (30) days of the conclusion of arbitration.

(f) The decision of the arbitrator shall be final and binding on both parties.

(g) This section 13 provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement.

14. Notice. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given (i) on the date of personal service on the Parties, (ii) three days after deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, (iii) one day after being sent by professional or overnight courier or messenger service guaranteeing one day delivery, with receipt confirmed by the courier. Unless otherwise provided in writing, any such notice shall be delivered or addressed to the Parties as follows:

Consultant:

Edgility Consulting, LLC

17 Elm Street
Suite C211
Keene, NH 03431

Attn: Christina Greenberg

Client:

Oakland Unified School District

1000 Broadway, Suite 680
Oakland, CA 94607

Attn: Aaron Townsend

Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

15. Entire Agreement. This document constitutes the entire agreement between the Parties, with all oral agreements being merged in this document, and supersedes all prior representations. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the Parties relating to the subject matter of this Agreement that are not fully expressed herein.

16. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or of any other term or condition hereof.

17. Amendment. The provisions of this Agreement may be modified at any time by written agreement of the Parties. Any such agreement hereafter made shall be ineffective to modify this Agreement in any respect unless in writing and signed by the Parties against whom enforcement of the modification or discharge is sought.

18. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

19. Binding Effect. The Parties expressly agree that this Agreement is binding on each other's successors, heirs, assigns, beneficiaries, executors, administrators, and trustees.

20. Effective Date. This Agreement is effective as of the date signed by all Parties.

21. Governing Law. The rights and obligations of the Parties and the interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflicts of laws rules.

22. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action against any party to this Agreement.

23. Captions. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

24. Construction. This Agreement shall not be construed against any party, and instead shall be construed as though all Parties have participated in its drafting. No promises or inducements have been made to the Parties to this Agreement. This Agreement is entered into freely and voluntarily.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

26. Insurance:

The following insurance is required: If Consultant employs any person to perform work in connection with this Agreement, Consultant 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.

27. Check one of the boxes below:

- ☐ Consultant 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.
- ☐ Consultant does not employ anyone in the manner subject to the workers' compensation laws of California.

28. OUSD, a public entity, is permissibly self insured under the laws of California. Upon request, evidence of self-insurance shall be provided to Consultant by OUSD Risk Management

29. Conduct of Consultant

a. Child Abuse and Neglect Reporting Act. Consultant will comply with the Child Abuse and Neglect Reporting Act guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174

b. Tuberculosis Screening. Current documentation of negative TB Test (PPD) on file for each employee or agent working with students.

c. Fingerprinting of Agents. Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each employee or agent working with students. Neither of the parties anticipates that Consultant or any of its employees or agents will be working with students. Consultant understands that it shall not permit its employees or agents to come into contact with students until CDOJ and FBI clearance is ascertained, and Consultant shall certify in writing to OUSD that none of its employees or agents who may come into contact with pupils have been convicted of a violent or a serious felony. Consultant shall further certify that it or its subcontracting agencies have received and reviewed fingerprint results for each of its agents, and Consultant or its subcontracting agencies shall request and review subsequent arrest records for all agents who may come into contact with OUSD pupils in providing services to the District under this Agreement.

31. Non-Discrimination Consistent with the policy of OUSD in connection with all work performed under this AGREEMENT, Consultant 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. Consultant 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, Consultant agrees to require like compliance by all of its subcontractors.

32. Drug-Free / Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property.

33. Excluded 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>

IN WITNESS WHEREOF, the Parties have executed this Agreement.

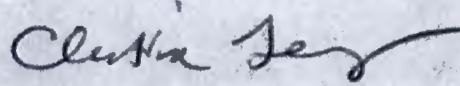
"Consultant"

"Client"

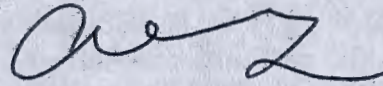
Edgility Consulting, LLC
17 Elm Street
Suite C211

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

Keene, NH 03431

By: ~~Christina L Greenberg~~ 

By:



Name: Christina L Greenberg

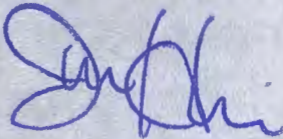
Name: Aaron Townsend

Title: Partner

Title: Dy. Chief, Talent Division

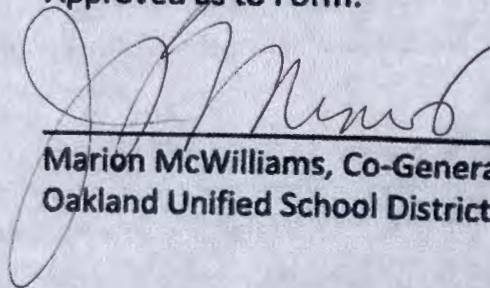
Date: 3/30/16

Date: 3/30/16

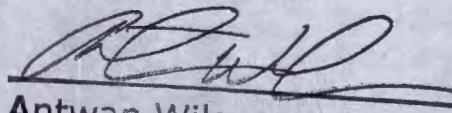


James Harris
President, Board of Education

Approved as to Form:



Marion McWilliams, Co-General Counsel
Oakland Unified School District



Antwan Wilson
Secretary, Board of Education


File ID Number: 16-0734
Introduction Date: 5/11/16
Enactment Number: 16-0653
Enactment Date: 5/11/16
By: 

EXHIBIT A
DESCRIPTION OF SERVICES

Recruitment Campaign Process

The first stage of our recruitment and sourcing process would be to get better acquainted with the priorities and needs of your target schools' supervisors, staff, and key stakeholders. This would mean in-depth conversations with these individuals to talk through their vision of the background, skills and necessary qualities for these important roles as well as a review of materials related to the organization's current health and strategic vision. From these conversations and materials, we would **develop an ideal candidate profile, key criteria, and position competencies.**

The next phase in our campaign would be the **design and implementation of a detailed recruitment plan**, including posting sites, marketing materials, source list, and other related materials. Our team will be responsible for circulating the job description to our internal list of over 500 nominators as well as researching high-potential candidates and conducting cold calls and personalized email outreach. We have access to a number of databases of quality candidates from prominent educator preparation and support programs that we can leverage to spread the posting to a wide group of talented individuals.

In addition to the general sources listed above, our team will follow up closely with our personal networks and contacts as well as "high potential" people identified during our research and nominator referrals. Once the recruitment campaign has introduced us to quality applicants, our team will manage the initial candidate flow, including **screening resumes and cover letters and conducting introductory phone conversations with promising candidates.**

We will schedule weekly check-in calls and periodic in-person meetings to share insights with the appropriate point people at OUSD as well as gather regular feedback to inform our recruitment process.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|--|---|--|
| PRODUCER Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431 | | CONTACT NAME: PHONE (A/C, No, Ext): 603-352-2121 E-MAIL ADDRESS: csr24@clark-mortenson.com FAX (A/C, No): 603-357-8491 | |
| INSURED Edgility Consulting LLC 17 Elm Street C211 Keene NH 03431 | | INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company, Inc. INSURER B: AmGuard Insurance Group INSURER C: INSURER D: INSURER E: INSURER F: | |
| EDGILITY | | NAIC # 10200 | |

COVERAGES **CERTIFICATE NUMBER:** 1000140160 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | MPL169816316 | 2/16/2016 | 2/16/2017 | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A | | | EDWC700093 | 2/10/2016 | 2/10/2017 | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Workers Compensation applies in the State of NH. Allison Wyatt & Christina Greenberg are excluded from workers compensation coverage as members of the LLC.

CERTIFICATE HOLDER

Oakland Unified School District
1000 Broadway-2nd Fl. Suite 295
Oakland CA 94607

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2015-2016



Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including the Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist ☐ For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
☐ For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)
☐ For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

OUSD Staff Contact Emails about this contract should be sent to: (required) maryjo.schneider@ousd.org

Contractor Information

| | | | | | |
|--------------------|---|------------------|---|-------|--------------|
| Contractor Name | Edgility Consulting, LLC | Agency's Contact | Christina L. Greenberg | | |
| OUSD Vendor ID # | V063864 | Title | Partner | | |
| Street Address | 17 Elm Street, Suite C211 | City | Keene | State | NH Zip 03431 |
| Telephone | 510-575-9635 | Email (required) | cgreenberg@edgilityconsulting.com | | |
| Contractor History | Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |

Compensation and Terms – Must be within the OUSD Billing Guidelines

| | | | | | |
|------------------------------|-----------|----------------------------|---------|----------------|--|
| Anticipated start date | 1/11/2016 | Date work will end | 6/30/16 | Other Expenses | |
| Pay Rate Per Hour (required) | \$ 165.00 | Number of Hours (required) | 303 | | |

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

| Resource # | Resource Name | Org Key | Object Code | Amount |
|----------------------------|---------------|------------|------------------------------------|--------------|
| 703 | Title II | 9449060703 | 5825 | \$ 35,000.00 |
| | | | 5825 | |
| | | | 5825 | |
| Requisition No. (required) | | RO164186 | Total Contract Amount \$ 35,000.00 | |

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

☒ OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>)

| | | | | | | |
|---|---|--------------------|--------------------------|-------------------|---------------|--------------|
| 1. | Administrator / Manager (Originator) | | Name | Mary Jo Schneider | Phone | 510-879-0197 |
| | Site/Department (Name & #) | | Talent Division #944 | | Fax | 510-879-0228 |
| | Signature | | <i>Mary Jo Schneider</i> | | Date Approved | |
| 2. | Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Community Schools & Student Services Dept. <input type="checkbox"/> Risk | | | | | |
| | <input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP) | | | | | |
| | Signature | | | | Date Approved | |
| 3. | Network Superintendent/Deputy Network Superintendent | | | | | |
| | Signature | | | | Date Approved | |
| 4. | Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$ | | | | | |
| | <input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site | | | | | |
| | <input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work | | | | | |
| Signature | | <i>[Signature]</i> | | Date Approved | | |
| 5. | Superintendent, Board of Education Signature on the legal contract | | | | | |
| Legal Required if not using standard contract | | Approved | | Denied - Reason | | Date |
| Procurement | | Date Received | | PO Number | | |