

Board Office Use: Legislative File Info.	
File ID Number	17-2362
Introduction Date	11/8/17
Enactment Number	17-1664
Enactment Date	11-8-17



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent

Board Meeting Date
(To be completed by
Procurement)

11-8-17

Subject Professional Services Contract Amendment No. 1 -
WestEd
Superintendent's Office, 941 (site/department)

Action Requested Approval by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and WestEd. Services to be primarily provided to Superintendent's Office, 941 for the period of November 10, 2017 through January 8, 2018.

Background
A one paragraph explanation of why an amendment is needed.

Oakland Unified School District (OUSD) most recently has experienced from financial challenges which includes difficulty in maintaining its state-mandated two percent minimum cash reserve. This fact, along with other challenges including turnover within the Finance Department, has continued to hamper the ability of the school district to ensure that it is able to plan and budget appropriately against its strategic priorities, put in place routine processes that review school and Central Office budgets, and ensure that staff are working together to execute on this area. The Fiscal Crisis and Management Assistance Team (FCMAT) has finished conducting a review of OUSD's financial and oversight practices in order to identify areas of improvement and needed change. This SOW contains three components: (1) planning and strategic budgeting; (2) financial management systems, and (3) Finance team engagement.

Discussion
One paragraph summary of the amended scope of work.

An amendment for services between OUSD and WestEd, San Francisco, CA, for the latter to guide and support the school district's overall planning and strategic budgeting activities for the 2017-2018 school year, working in collaboration with the Superintendent, the Executive Team, and other identified stakeholder's groups as necessary through the period November 10, 2017 through January 9, 2018 in an amount not to exceed \$140,000.00.

Recommendation Approval by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and WestEd. Services to be primarily provided to Superintendent's Office, 941 for the period of November 10, 2017 through January 8, 2018.

Fiscal Impact Funding resource name (please spell out) Kaiser
not to exceed \$ 140,000.00

Attachments

- Contract Amendment
- Copy of original contract and any prior amendments



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

Legislative File ID No. 17-2362

Department: Superintendent's Office, 941

Vendor Name: WestEd

Contract Term: Start Date: _____ End Date: January 8, 2018

Annual Cost: \$ 140,000.00

Approved by: Kyla Johnson-Trammell

Is Vendor a local Oakland business? Yes ☐ No ☒

Why was this Vendor selected?

Specialized Services

Summarize the services this Vendor will be providing.

Vendor will guide and support the school district's overall planning and strategic budgeting activities for the 2017-18 school year, working in collaboration with the Superintendent, the Executive Team, and other identified stakeholder's groups as necessary.

Was this contract competitively bid? Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

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 \$88,300 (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 \$88,300 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**

Board Office Use: Legislative File Info.	
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OAKLAND UNIFIED
SCHOOL DISTRICT

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and

WestEd

(CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on October 9, 2017
and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p><input checked="" type="checkbox"/> Revised scope of work attached OR <input type="checkbox"/> The CONTRACTOR agrees to provide the following amended services:</p>		
2. Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If the term has changed: The contract term is extended by an additional <u>2 months</u> (days/weeks/months), and the amended expiration date is <u>January 8, 2018</u>.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation has changed: The contract price is amended by</p> <p><input type="checkbox"/> Increase of \$ <u>140,000.00</u> to original contract amount</p> <p><input type="checkbox"/> Decrease of \$ <u> </u> to original contract amount</p> <p>and the new contract total is <u>Two hundred ten thousand</u> dollars (\$ <u>210,000.00</u>)</p>		

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

☒ There are no previous amendments to this Agreement. ☐ This contract has previously been amended as follows:

No	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education and/or the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

☐ President, Board of Education

☐ Superintendent

☒ Chief or Deputy Chief

Kyla R. Johnson-Trammell
Secretary, Board of Education

Virgilio F. Tinio, Jr.
Virgilio F. Tinio, Jr. (Nov 3, 2017)

Contractor Signature

Nov 3, 2017

Date

Virgilio F. Tinio, Jr.

Contracts Manager

Print Name, Title

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel

Secretary, Board of Education

Date

Rev. 6/6/15

Marion McWilliams, General Counsel

General Counsel

R0181656

P.O. No. P1803135

Scope of Work

Oakland Unified School District (OUSD) Budget and School Finance Implementation Support

PURPOSE

WestEd partners with states, educational support agencies, districts and schools across the country providing customized, comprehensive, research-based solutions that meet the unique needs of our partners, focused on program improvement. This Scope of Work (SOW) represents work to be performed between October 1, 2017 and January 8, 2019 in partnership with the Oakland Unified School District (OUSD) in order to build the capacity of individuals and systems to address challenges in the areas of planning, strategic budgeting, financial management practices, and staff communication and team building.

BACKGROUND

Oakland Unified School District (OUSD) most recently has experienced from financial challenges which includes difficulty in maintaining its state-mandated two percent minimum cash reserve. This fact, along with other challenges including turnover within the Finance Department, has continued to hamper the ability of the school district to ensure that it is able to plan and budget appropriately against its strategic priorities, put in place routine processes that review school and Central Office budgets, and ensure that staff are working together to execute on this area. The Fiscal Crisis and Management Assistance Team (FCMAT) has finished conducting a review of OUSD's financial and oversight practices in order to identify areas of improvement and needed change. This SOW contains two components: (1) planning and strategic budgeting and (2) budget development support.

CONTRACT STRUCTURE

WestEd has proposed the objective and deliverables for each of the named components above. *The proposed objectives and deliverables below would be completed between November 9, 2017 and January 8, 2018.*

Services and Deliverables

Component I: Planning and Strategic Budgeting

Objective

- Guide and support the school district's overall planning and strategic budgeting activities for the 2017-2018 budget revision and 2018-2019 budget development, working in collaboration with the Superintendent, the Executive Team, and other identified stakeholder's groups as necessary.

Deliverables

- 2018-2019 LCAP and Budget Calendar: In collaboration with the Superintendent, Executive Team, Finance Team and other identified stakeholders develop a 2018-2019 budget calendar that articulates the timelines and deliverables to arrive at the delivery of a comprehensive and cogent 2018-2019 proposed, adoption budget for OUSD.
- Multi-year Projections & Budget Balancing Opportunities: Leveraging the recently released FCMAT report, data collected from staff, WestEd will conduct and complete a draft multi-year projection to establish an understanding of the budget challenge facing OUSD including investigation of labor expenditures and commitments aligned with revenue increases. This analysis will surface areas of focus for the upcoming 2018-2019 fiscal year that aim to bring expenditures in line with available revenues. These areas of focus may include immediate and/or longer-term implementation opportunities.
- Executive Team Engagement: WestEd staff will be present for necessary school district leadership meetings including the Executive Team and other necessary meetings identified by the Superintendent. This will include support to the Finance team in preparation for various interim reporting periods.

Component II: Budget Development Support

Objective

- Assess and refine existing financial management systems, focusing primarily on supporting the Finance Team to building their capacity to work in collaboration with schools and other Central Office departments.

Deliverables

- Budget Development Support: Support the execution of engagement and decision-making process to enact a structurally balanced budget for 2018-19 that include: create systems to track budget gaps, impact of decisions on structural deficit, processes to engage Central Office and school leadership in budget building exercises, and assist district leaders to work with stakeholders to reach agreement and understanding of priorities used to make budget decisions.
- Budget Balancing Actions: Based on the multi-year projection and budget balancing opportunities noted above, the WestEd team will focus on several areas of need and work with OUSD staff to work on areas of improvement that will result in responding to observations made in the FCMAT report. Some of these areas may include, but are not limited to, refining enrollment projections to tighten accuracy from projected to actual; position control processes that ensure appropriate authorization; and engagement with Special Education to track appropriate expenditures aligned to student needs.

Project Team

Jason Willis will lead WestEd's project team and other team members with expertise will be included as needed to meet project requirements.

Project Cost

WestEd proposes a fixed price contract of \$70,000 for Component I of the contract during the first month of engagement. The proposed, amended contract will be for \$70,000 per month for the next two months to accomplish the objectives identified in Component II.

WestEd

Jason Willis
Director, Strategy & Performance
jwillis@wested.org

Oakland Unified School District (OUSD)

Kyla Johnson-Tremell
Superintendent
kyla.johnson@ousd.org

AMENDMENT ROUTING FORM 2017-18

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Directions

Services beyond the original contract cannot be provided until the amendment is fully approved and PO is increased by Procurement.

1. Contractor and OUSD contract originator reach agreement on modification to original scope of work and compensation.
2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
3. If contract total amount has increased, the scope of work must change. OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**
4. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

When the contract amendment is approved, Procurement will add additional funds to the original Purchase Order.

- Attachment Checklist
- ☒ Contract amendment packet including Board Memo and Amendment Form
 - ☒ Amended Scope of Work (Be specific as to what additional work is being done by this consultant.)
 - ☒ Board approved copy of the original contract and any prior Amendments.

OUSD Staff Contact Emails about this contract should be sent to: (required)

Contractor Information

Contractor Name	WestEd	Agency's Contact	Virgilio Tinio, Jr.		
OUSD Vendor ID #	V054918	Title	Contracts Manager		
Street Address	730 Harrison St.	City	San Francisco	State	CA
Telephone	415-615-3294	Email (required)	vtinio@wested.org		
Zip	94107				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 70,000	Original PO #	P1803135	New Requisition #	R0181656
Amended Amount	\$ 140,000.00	Start Date	11/01/17	End Date	January 8, 2018
New Total Contract Amount	\$ 210,000	Pay Rate Per Hour		# of Hours	

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
9225	Kaiser	9411444703	5825	\$ 140,000.00
			5825	
			5825	

Approval and Routing (in order of approval steps)

Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.

1.	Administrator / Manager (Originator)	Name	Kyla Johnson-Trammell	Phone	510-879-8200
	Site/Department (Name & #)	Superintendent's Office, 941			Fax
	Signature				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"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)				
	Signature				Date Approved
	Signature (if using multiple restricted resources)				Date Approved
3.	Network Superintendent/Deputy Network Superintendent				
	Signature				Date Approved
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input checked="" type="checkbox"/> Under <input type="checkbox"/> Over \$ _____				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature				Date Approved
5.	Superintendent, Board of Education Signature on the legal contract				
	Legal Required if not using standard contract	Approved	1/3/17	Denied - Reason	Date
	Procurement	Date Received		PO Number	

File ID Number	17-2175
Introduction Date	10/25/17
Enactment Number	17-1868
Enactment Date	10/31/17



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent

Board Meeting Date
(To be completed by
Procurement)

Subject Professional Services Contract - WestED
- Superintendent's Office (site/department)

Action Requested Approval of professional services contract between Oakland Unified School District and WestED. Services to be primarily provided to Superintendent's Office for the period of 10/9/17 through 11/9/17.

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

Oakland Unified School District (OUSD) most recently has experienced from financial challenges which includes difficulty in maintaining its state-mandated two percent minimum cash reserve. This fact, along with other challenges including turnover within the Finance Department, has continued to hamper the ability of the school district to ensure that it is able to plan and budget appropriately against its strategic priorities, put in place routine processes that review school and Central Office budgets, and ensure that staff are working together to execute on this area. The Fiscal Crisis and Management Assistance Team (FCMAT) has finished conducting a review of OUSD's financial and oversight practices in order to identify areas of improvement and needed change. This SOW contains three components: (1) planning and strategic budgeting; (2) financial management systems, and (3) Finance team engagement.

Discussion
One paragraph summary of the scope of work.

A contract for services between OUSD and WestEd, San Francisco, CA, for the latter to guide and support the school district's overall planning and strategic budgeting activities for the 2017-2018 school year, working in collaboration with the Superintendent, the Executive Team, and other identified stakeholder's groups as necessary through the period October 9, 2017 through November 9, 2017 in an amount not to exceed \$70,000.00.

Recommendation Approval of professional services contract between Oakland Unified School District and WestED. Services to be primarily provided to Superintendent's Office for the period of 10/9/17 through 11/9/17.

Fiscal Impact Funding resource name (please spell out) General Purpose not to exceed \$ 70,000.00

Attachments

- Professional Services Contract including scope of work
- Fingerprint/TB Clearance Waiver



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

Legislative File ID No. _____

Department: Superintendent's Office

Vendor Name: WestED

Contract Term: Start Date: 10/9/17 End Date: 11/9/17

Annual Cost: \$ 0.00

Approved by: Kyla Johnson-Trammell

Is Vendor a local Oakland business? Yes ☐ No ☒

Why was this Vendor selected?

Specialized Services

Summarize the services this Vendor will be providing.

Vendor will guide and support the school district's overall planning and strategic budgeting activities for the 2017-18 school year, working in collaboration with the Superintendent, the Executive Team, and other identified stakeholder's groups as necessary.

Was this contract competitively bid? Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

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**

Board Office Use: Legislative File Info.	
File ID Number	17-2175
Introduction Date	10/25/17
Enactment Number	17-1568
Enactment Date	10/25/17



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2017-2018

This Agreement is entered into between West Ed (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 ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** The term of this agreement shall be 10/09/17 (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$88,300.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$88,300.00, whichever is later) to _____. The work shall be completed no later than 11/09/17.

Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed seventy thousand & 00/100

Dollars \$70,000 per fiscal year], at an hourly billing rate not to exceed n/a 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: _____

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 OUSD 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: _____ which shall not exceed a total cost of _____.

4. 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:

Professional Services Contract

OUSD Representative:

Name: Kyla Johnson-Trammell

Site /Dept.: Superintendent/941

Address: 1000 Broadway, Ste. 680
Oakland, CA 94607

Phone: 510-879-8200

Email: superintendent@ousd.org

CONTRACTOR:

Name: West-Ed/Virgilio F. Tinio, Jr.

Title: Contracts Manager

Address: 730 Harrison Street
San Francisco, CA 94107

Phone: 415-615-3294

Email: vtinio@wested.org

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.

7. **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.

8. **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 at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, 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 from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

9. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
10. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
11. **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, sexual orientation, or other legally protected class.

12. **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. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
13. **Indemnification:** To the extent permitted by law, CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with Contractor's performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD 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 CONTRACTOR in connection with the performance of this Agreement. Contractor shall not defend, indemnify, or hold harmless OUSD, its elective board, officers, agents, and employees from and against any actions, claims, or proceedings arising out of the sole direct or indirect conduct of OUSD, its elective board, officers, agents, and employees. This provision survives termination of this Agreement.
14. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all new matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name as the author of the matters, in conjunction with the use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All newly produced works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. Notwithstanding the foregoing, any and all pre-existing matters used in the performance of this Agreement shall remain the CONTRACTOR'S property, or, if licensed to CONTRACTOR, the licensor's property. Neither Party may claim by virtue of this Agreement any right, title, or interest in any pre-existing Intellectual Property owned or controlled by the other Party.
15. **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.
16. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost. If the cost of completion of the required services to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the difference between the portion of the Agreement price budgeted for that scope of work [or other price/however allocated] and the actual cost of completion to OUSD. Notwithstanding the foregoing, in no event shall CONTRACTOR's liability for additional completion cost exceed twenty percent (20%) of the anticipated cost budgeted for that portion of the Agreement scope of work.
17. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** The Parties do not anticipate that CONTRACTOR will be working at OUSD sites for more than six hours. Therefore, tuberculosis screening requirements shall not apply to CONTRACTOR's services under this Agreement. If, at a later time, OUSD, in its sole discretion, determines that CONTRACTOR will be working at OUSD sites for more than six hours, OUSD shall provide CONTRACTOR with written notice, effective the next business day after delivery to CONTRACTOR, that prior to performing any further services, CONTRACTOR must comply with the tuberculosis screening requirements of OUSD. At that point, CONTRACTOR will be required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR will affirm that each employee has current proof of negative TB testing on file and TB results will be monitored.
 2. **Fingerprinting of Employees and Agents.** The Parties do not anticipate that there will be substantial contact between CONTRACTOR's employees, subcontractors, or agents ("Employees") and OUSD pupils. Therefore, Education Code section 45125.1 shall not apply to CONTRACTOR's services under this Agreement. If, at a later time, OUSD, in its sole discretion, determines that there will be substantial contact between CONTRACTOR's Employees and OUSD pupils, OUSD shall provide CONTRACTOR with written notice, effective the next business day after delivery to CONTRACTOR, that prior to performing any services during which there will be substantial contact with OUSD pupils, CONTRACTOR must comply with the fingerprinting and criminal background investigation requirements of Education Code section 45125 and make the following certification to OUSD: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this Agreement."

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

18. **No Rights In Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly

Professional Services Contract
provided herein.

19. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
20. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
21. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to

Professional Services Contract

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

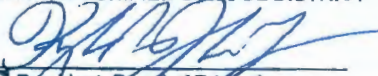
22. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

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.

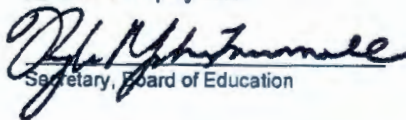
Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. 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.

23. **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.sam.gov/>).
24. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
25. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.
26. **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.
27. **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.
28. **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.
29. **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 that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
30. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.
31. **Contract Publicly Posted:** This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

OAKLAND UNIFIED SCHOOL DISTRICT



- ☐ President, Board of Education
☒ Superintendent
☐ Chief or Deputy Chief

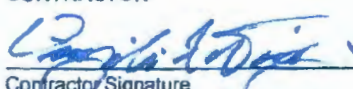


Secretary, Board of Education

10/6/17
Date

10/25/17
Date

CONTRACTOR



Contractor Signature


10/13/17
Date

Virgilio F. Tinio, Jr.
Contracts Manager

Print Name, Title

Form approved by OUSD General Counsel for 2017-18 FY

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR SIGNATURE AND SUBSTANCE


MICHAEL S. SMITH
FOR MARGARET MCWILLIAMS
10/6/17

Scope of Work

Oakland Unified School District (OUSD) Budget and School Finance Implementation Support

PURPOSE

WestEd partners with states, educational support agencies, districts and schools across the country providing customized, comprehensive, research-based solutions that meet the unique needs of our partners, focused on program improvement. This Scope of Work (SOW) represents work to be performed between October 1, 2017 and June 30, 2018 in partnership with the Oakland Unified School District (OUSD) in order to build the capacity of individuals and systems to address challenges in the areas of planning, strategic budgeting, financial management practices, and staff communication and team building.

BACKGROUND

Oakland Unified School District (OUSD) most recently has experienced from financial challenges which includes difficulty in maintaining its state-mandated two percent minimum cash reserve. This fact, along with other challenges including turnover within the Finance Department, has continued to hamper the ability of the school district to ensure that it is able to plan and budget appropriately against its strategic priorities, put in place routine processes that review school and Central Office budgets, and ensure that staff are working together to execute on this area. The Fiscal Crisis and Management Assistance Team (FCMAT) has finished conducting a review of OUSD's financial and oversight practices in order to identify areas of improvement and needed change. This SOW contains three components: (1) planning and strategic budgeting; (2) financial management systems, and (3) Finance team engagement.

CONTRACT STRUCTURE

WestEd has proposed the objective and deliverables for each of the named components above. *The planning and strategic budgeting deliverables will be completed during the first month of the engagement (October 9 – November 9, 2017).*

Services and Deliverables

Planning and Strategic Budgeting

Objective

- Guide and support the school district's overall planning and strategic budgeting activities for the 2017-2018 school year, working in collaboration with the Superintendent, the Executive Team, and other identified stakeholder's groups as necessary.

Deliverables

- 2018-2019 LCAP and Budget Calendar: In collaboration with the Superintendent, Executive Team, Finance Team and other identified stakeholders develop a 2018-2019 budget calendar that articulates the timelines and deliverables to arrive at the delivery of a comprehensive and cogent 2018-2019 proposed, adoption budget for OUSD.
- Multi-year Projections & Budget Balancing Opportunities: Leveraging the recently released FCMAT report, data collected from staff, WestEd will conduct and complete a draft multi-year projection to establish an understanding of the budget challenge facing OUSD including investigation of labor expenditures and commitments aligned with revenue increases. This analysis will surface areas of focus for the upcoming 2018-2019 fiscal year that aim to bring expenditures in line with available revenues. These areas of focus may include immediate and/or longer-term implementation opportunities.
- Executive Team Engagement: WestEd staff will be present for necessary school district leadership meetings including the Executive Team and other necessary meetings identified by the Superintendent. This will include support to the Finance team in preparation for various interim reporting periods.

Project Team

Jason Willis will lead WestEd's project team and up to two other team members with expertise will be included as needed to meet project requirements.

Project Cost

WestEd proposes a fixed price contract of \$70,000 for Component I of the contract.

WestEd

Jason Willis
Director, Strategy & Performance
jwillis@wested.org

Oakland Unified School District (OUSD)

Kyla Johnson-Tremell
Superintendent
kyla.johnson@ousd.org



Consultant Fingerprint/Criminal Background Check Waiver Request

Directions

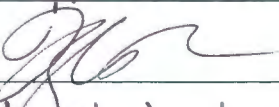
The District requires that all contractors who will have contact with students complete a Fingerprint/Criminal Background Check. The OUSD contract originator can request that this requirement is waived for consultants who will never interact with students. Fingerprint waivers require Cabinet level approval (CFO, CSO, CAO or Assistant Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to resubmit the packet with documentation verifying that the consultant has completed this requirement.

Contractor Name	WestEd		
Originator Name	Kyla Johnson-Trammell	Site or Department	Superintendent's Office
Which sites or locations will the contractor be working at? OUSD District Office			
TB Clearance Requirement <i>Proof of negative TB status is required for all consultants who will be working with OUSD students <u>or</u> staff. TB clearance waivers are only granted if the contractor will be working remotely or the contractor is a one time speaker.</i> How is this contractor going to meet the TB clearance requirement? <input type="checkbox"/> Proof of TB clearance is in the contract packet <input checked="" type="checkbox"/> TB Waiver requested			

[TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.] CONTRACTOR's employees will have only limited contact, if any, with OUSD pupils and OUSD will take appropriate steps to protect the safety of any pupils that may come in contact with CONTRACTOR's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CONTRACTOR for the services under this Agreement. As an authorized OUSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of OUSD. (Education Code § 45125.1 (c))

OUSD Representative's Name	Kyla Johnson-Trammell	Title	Superintendent
OUSD Representative's Signature		Date	

Approval Cabinet Level approval required (CFO, CSO, CAO or Assistant Superintendent)

Approver Name	Kyla Johnson-Trammell	Title	Superintendent
Approver Signature		Date	10/6/17
Reason for Approval	No student contact		