

Board Office Use: Legislative File Info.	
File ID Number	20-0018
Introduction Date	5-27-2020
Enactment Number	
Enactment Date	



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Jeff Godown, Chief of Police
Joshua R. Daniels, General Counsel

Board Meeting Date May 27, 2020

Subject Professional Service Contract
Contractor: Georgetown Law’s Innovative Policing Project
Services for: 994 - Police Services

**Action Requested
and
Recommendation**

Ratification by the Board of Education of a Professional Services Contract with the District and Georgetown Law’s Innovative Policing Project for the latter to conduct an expert review of the Oakland Schools Police Department, including the functions of its sworn police officers as well as its unsworn security officers.

Background
(Why do we need these services. Why have you requested this vendor?)

The Oakland School Police Department (“OSPD”) exists to support the educational mission of the District by ensuring the safety and security of the District’s students, staff and property. In addition to the Chief of Police, OSPD employs six sworn officers and four sworn sergeants. OSPD also includes all school security officers as well as the District’s Office of Emergency Services.

Discussion

OSPD works diligently to analyze, understand and resolve public safety issues that have a direct bearing on the achievement of the District’s educational mission and works hard towards promoting the interests of students and staff for an environment in which education can thrive. This involves a need to continuously reevaluate the services and approach of OSPD both with respect to its sworn police officers and unsworn school security officers.

For six months, Chief Godown has been leading internal conversations regarding reexamining the role of OSPD and ways the Department’s services could be improved. These conversations ultimately led to a

decision to seek support from experts in the field. After an extensive search, it was decided to contract with Innovative Policing Program at Georgetown Law, which is considered a leading voice in the field. The work is to be led by [Christy E. Lopez](#), the co-director at the Innovative Policing Program at Georgetown Law. Working with Professor Lopez will be [Kristin N. Henning](#), Director of the Juvenile Justice Clinic at Georgetown Law, and [Michael Davis](#), a police chief and current Associate Vice President of Public Safety for Northeastern University.

Fiscal Impact

Not to exceed \$60,744. This amount will come out of existing allocations and will not increase the District's approved 2019-20 budgeted expenditures. Please note that this cost is at a significant discount as the two lead experts (who will be spending significant time on this effort) are not charging the District for their time. Please also note that this contract was not required to be competitively bid as the cost is under the threshold set by state law and District policy requiring a competitive bid process. However, other experts in the field who were interested in project offered initial assessments of significantly more money.

Resource Name(s):

\$60,744.00 General Purpose

Competitively Bid

Was this contract competitively bid? YES NO

If No, List Bid Exception: Professional Services Agreement under \$90.2K

Attachment

Professional Services Contract including Scope of Work

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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2019-2020

This Agreement is entered into between Georgetown University (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.
- Term:** The term of this Agreement shall be from 5/28/2020 (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$ 92,600 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$ 92,600, whichever is later) to 11/28/2020. The work shall be completed no later than 11/28/2020
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed sixty-thousand seven hundred forty-four dollars (\$60,744.00) [per fiscal year], at an hourly billing rate not to exceed \$300.00 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: See Exhibit A.

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.
- CONTRACTOR Qualifications / Performance of Services:**
 - CONTRACTOR Qualifications:** CONTRACTOR warrants its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in 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 represents 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 and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - CONTRACTOR shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
 - CONTRACTOR shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that CONTRACTOR or its employees may discover. CONTRACTOR shall use professional efforts in identifying any errors, inconsistencies, or omissions.
 - District Approval.** The work completed herein must meet the approval of OUSD and shall be subject to OUSD's general right of inspection and supervision to secure the satisfactory completion thereof.
- Certificates/Permits/Licenses/Registration:** CONTRACTOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this agreement.
- 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.

- 8. **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:

OUSD Representative	CONTRACTOR
<u>Name: Josh Daniels</u>	<u>Name: Christy Lopez representing Georgetown University</u>
<u>Site/Dept.: Office of the General Counsel</u>	<u>Title: Professor of Law</u>
<u>Address: 1000 Broadway, Suite 300</u>	<u>Address: 600 New Jersey Ave., NW, McDonough Hall, Rm. 456</u>
<u>Oakland, CA 94607</u>	<u>Washington, DC 20001</u>
<u>Phone: 510-879-8535</u>	<u>Phone: 202-661-6784</u>
<u>Email: josh.daniels@ousd.org</u>	<u>Email: cel105@georgetown.edu</u>

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.

- 9. **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.

10. **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 (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
 - 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 with the additional insured endorsement provided to OUSD within 15 days of effective date of the Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). 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.

- 11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

- 12. **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.

- 13. **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.

14. **Termination:**

- 1. **For Convenience by OUSD:** 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.

2. **With Cause by OUSD or CONTRACTOR.** Either party may terminate this Agreement upon giving of written notice of intention to terminate for cause to the other party. Cause shall include:
 - i. material violation of this Agreement; or
 - ii. Either party is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency.

Written notice shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate.

Upon termination, CONTRACTOR shall provide OUSD with all documents produced maintained or collected by CONTRACTOR pursuant to this Agreement, whether or not such documents are final or draft documents.

15. **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 provided herein.
16. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate CONTRACTOR and 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).
17. **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.
18. **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, provided such information is either (a) marked as "confidential" or "privileged", (b) if disclosed orally, identified as being "confidential" or "privileged" at the time of disclosure, or (c) reasonably understood to be confidential or privileged at the time of disclosure. 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 student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
19. **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.
20. **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/>).
21. **Severability:** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
22. **Provisions Required By Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
23. **Captions and Interpretations:** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
24. **Calculation of Time:** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
25. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all 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 (specifically excluding any underlying pre-existing intellectual property). OUSD may, with CONTRACTOR's prior written consent, use CONTRACTOR's name in conjunction with the sale, 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 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.

- 26. **Warranty:** CONTRACTOR makes no representations and extends no warranty of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.
- 27. **Audit.** CONTRACTOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of CONTRACTOR transacted under this Agreement. CONTRACTOR shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. CONTRACTOR shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to CONTRACTOR and shall conduct audit(s) during CONTRACTOR'S normal business hours, unless CONTRACTOR otherwise consents.
- 28. **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.
- 29. **Incorporation of Recitals and Exhibits:** Any recitals and exhibits attached to this Agreement are 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.
- 30. **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.
- 31. **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.
- 32. **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.
- 33. **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.
- 34. **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.
- 35. **Indemnification:** To the furthest extent permitted by California law, CONTRACTOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend the Indemnified Parties from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR arising out of the performance of this Agreement. CONTRACTOR shall, to the fullest extent permitted by California law, defend the Indemnified Parties at CONTRACTOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that CONTRACTOR proposes to defend the Indemnified Parties. To the furthest extent permitted by California law, OUSD shall indemnify, defend and hold harmless CONTRACTOR, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of the performance of this Agreement. OUSD also agrees to hold harmless, indemnify, and defend the Indemnified Parties from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR arising out of the performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend the Indemnified Parties at OUSD's own expense, including attorneys' fees and costs. OUSD also agrees to indemnify CONTRACTOR from any claims or losses accruing or resulting from OUSD's use or implementation of the Work. This provision survives termination of this Agreement.
- 36. **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.
- 37. **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.

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OAKLAND UNIFIED SCHOOL DISTRICT

JD
Josh Daniels (May 18, 2020)

May 18, 2020

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

Date

Secretary, Board of Education

Date

CONTRACTOR

DocuSigned by:
John Kotwicki

5/15/2020

Contractor Signature

Date

John Kotwicki

Associate Vice President for Tax/Special Asst. to the VP

Print Name, Title

EXHIBIT “A” SCOPE OF WORK

1. Description of Services to be Provided:

Scope of Work Summary:

Georgetown Law’s Innovative Policing Program (IPP) will conduct an expert review of the Oakland Unified School District Police Department (OSPD), including the functions of its sworn police officers as well as its unsworn school site officers (SSOs). IPP’s expert review will include, among other things, recommendations for improving the OSPD as well as recommendations regarding the development of an alternative Safety Plan that could be put in place if the Board elected to eliminate all non-school site staff sworn officers of the Oakland Schools Police Department. The deliverables of IPP’s expert review will include a detailed report, which will include the IPP’s findings and recommendations for use by decision makers in determining how OUSD could design and implement an alternative Safety Plan and whether and how OSPD should be modified or enhanced. The report will also include data and information explaining the IPP’s findings and recommendations.

Scope of Work Objectives:

- Collect and objectively analyze information from the full spectrum of relevant stakeholders regarding school safety needs in the Oakland Unified School District (OUSD).
- Based on this analysis, assess whether and to what extent the OSPD is meeting the school safety needs and expectations of the OUSD, and also how the operations of OSPD could be improved.
- This expert review will comport with all California laws as required including, but not limited to, the Public Safety Officers Procedural Bill of Rights Act, Cal. Gov. Code §3300 et. seq. and the Public Records Act, Cal. Gov. Code §6250 et. seq.

Scope of Work Detail:

Georgetown Law’s IPP will undertake the following over the course of the six months (assuming timely provision of necessary materials by OUSD/OSPD/OPD) following initiation of the contract for this scope of work:

- Obtain and review relevant materials re: background and operations of OSPD sworn officers and SSOs, and Oakland Police Department (OPD) involvement in schools.
- Develop an engagement strategy to include the creation of input mechanism, e.g. web portal, to obtain input from Oakland stakeholders.
- Prepare for, conduct, and debrief three-day onsite review. We anticipate the onsite trip will include:

- Meetings with relevant stakeholders, including but not limited to police and school board officials; representatives of advocacy and activist groups; parents, teachers and other school employees; and students.
 - Visits to schools and surrounding neighborhoods, ride-alongs with OSPD officers and SSOs.
 - We anticipate at least three team members will participate in the onsite review. We may request advance information and a primary point of contact to help us prepare for and optimize the onsite review.
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- Obtain and review relevant materials based on information obtained from background review and during onsite review.
 - Draft a report documenting findings, recommendations, and supporting data and information. Provide a draft of the final report to OUSD legal counsel at least 24 hours prior to release of report to public.
 - Meet with stakeholders (via telephone/videoconference) to solicit report feedback, incorporate feedback as appropriate/relevant.
 - Release report and conduct in-person debriefing of school board and others if requested.
 - Provide summary/press materials as appropriate.

Scope of Work Budget Narrative:

We anticipate dedicating well over 400 hours to this project over the course of approximately six months, including one three-day onsite visit (with three members of team participating in that onsite visit), and an in-person debriefing upon completion of the assessment and release of the report, if requested, by Professor Lopez.

The total cost of this project, as described in the above Scope of Work, would be no more than **\$60,744**.

This amount includes all expenses, (e.g. airfare, lodging, food, etc.) related to the two on-site visits described above.

If IPP or OSPD determine that an additional on-site visit is required to complete the assessment, there will be an additional cost to the project of \$8,896, assuming two individuals participate for three days.

2. Specific Outcomes

We believe that the information we provide, and stakeholder consideration of that information could have significant impact on the quality of education and school experience for all of Oakland's approximately 50,000 school children. The specific outcomes stemming from this project depend upon what the review shows and what OSPD, OUSD and the broader Oakland community decide to do with that information.