

Legislative File

File # 10-2132

Introduction Date 8/3/10

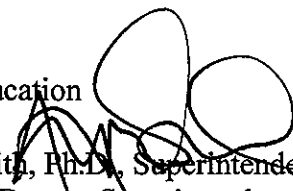
Enactment No. 10-1698

Enactment Date 9-7-10

RF

Oakland Unified School District
Office of the Board of Education

August 25, 2010

TO: Board of Education 
FROM: Anthony Smith, Ph.D., Superintendent
Vernon Hal, Deputy Superintendent, Business and Operations ~~Next~~
Gee Kin Chou, Information Technology Officer

SUBJECT: Contract between the Oakland Unified School District and CSM Consulting, Inc., Ontario, California, for the latter to manage the Federal Communications Commission (FCC) E-Rate Program Year 14 (2011-2012) application process, assess and process for the District all issues relating to prior E-Rate applications, provide E-Rate Year 13 (2010-2011) audit documentation to ensure compliance with FCC rules and regulations, and act as the District's main point of contact with the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), for the period commencing July 1, 2010 and concluding June 30, 2011, in an amount not to exceed \$90,000.00.

ACTION REQUESTED

Approval of the contract between the Oakland Unified School District and CSM Consulting, Inc., Ontario, California, for the latter to manage the Federal Communications Commission (FCC) E-Rate Program Year 14 (2011-2012) application process, assess and process for the District all issues relating to prior E-Rate applications, provide E-Rate Year 13 (2010-2011) audit documentation to ensure compliance with FCC rules and regulations, and act as the District's main point of contact with the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), for the period commencing July 1, 2010 and concluding June 30, 2011, in an amount not to exceed \$90,000.00.

BACKGROUND

The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC), and provides discounts to assist most schools and libraries in the United States to obtain affordable telecommunications and Internet access. It is one of four support programs funded

through a Universal Service fee charged to companies that provide interstate and/or international telecommunications services. School districts that apply for discounts may receive between 20% – 90% in discounts on telecommunications services, Internet access and internal connections. E-Rate discounts on these services are based on the economic level reported under the NSLP program.

Kimberly Friends, CSM Consulting, Inc. Vice President of E-Rate Services, who has managed the project for the District since 2005, is a nationally recognized expert in the Universal Service Administrative Company's E-Rate program. Ms. Friends participated in the ground floor of the program, training school districts throughout San Bernardino County to effectively and efficiently take advantage of the funds provided through the reauthorization of the Telecommunications Act of 1996. Ms. Friends joined California School Management Group (CSMG) in 2003 and serves a large number of school districts and county offices of education in her role as an E-Rate expert. Ms. Friends has participated as a statewide Trainer for the California Department of Education, various major telecommunications carriers and County Offices of Education.

FISCAL IMPACT

The E-Rate Facilities account will fund the \$90,000.00.

RECOMMENDATION

Staff is recommending approval of the Contract between the Oakland Unified School District and CSM Consulting, Inc., Ontario, California, for the latter to manage the Federal Communications Commission (FCC) E-Rate Program Year 14 (2011-2012) application process, assess and process for the District all issues relating to prior E-Rate applications, provide E-Rate Year 13 (2010-2011) audit documentation to ensure compliance with FCC rules and regulations, and act as the District's main point of contact with the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), for the period commencing July 1, 2010 and concluding June 30, 2011, in an amount not to exceed \$90,000.00.

ATTACHMENT

CSM Consulting, Inc. Contract for Services Relating to E-Rate.

File ID No. 10-2132
 Introduction Date 8/30/10
 Enactment No. 10-1698
 Enactment Date 9/7/10



CONTRACT FOR SERVICES RELATING TO E-RATE

This agreement is made and entered into this First day of July, 2010 by and between the **Oakland Unified School District**, a school district under the laws of the State of California ("District") and CSM Consulting, Inc., a California Corporation ("Consultant").

RECITALS

- A. District desires to have a Consultant to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") E-Rate program.
- B. District has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-Rate program.
- C. Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

I. CONSULTANT'S RESPONSIBILITIES

- 1. Shall provide to District, completed forms and processes related to all Priority One and Priority Two applications of the Federal Communications Commission E-Rate filings with the schools and library division ("SLD") for filing year 2011-2012 also known as Year Fourteen (14).
- 2. Assess and process for District all issues with all prior E-Rate applications, SPIN changes, and other applicable processes.
- 3. Meet with District to assess technology and telecommunications needs as they relate to the upcoming application period.
- 4. File all required FCC forms for services District has requested including but not limited to Form 470, 471, and 486.
- 5. Act as District's main point of contact with the SLD.
- 6. File any service changes or SPIN changes for the District.
- 7. Advise District on any SLD appeals.
- 8. Assist District in the preparation and presentation of applicable audit documentation as required including but not limited to monthly bill reconciliation, copies of warrants, copies of related policies and other items as needed for year 13.

II. DISTRICT RESPONSIBILITIES

- 1. Provide all required information and data for filing all forms with the SLD for Year 14 in a timely manner.

2. Take such official action, such as review of Consultants drafts and promptly sign and return all forms required for filing with a third party in a timely manner so that Consultant can perform its obligations under this Agreement.
3. Promptly pay Consultant its fee for services rendered. All payments are due and payable within 30 days after delivery to the District of the invoice.
4. Sign, date and certify all forms filed by Consultant on District's behalf.

III. MISCELLANEOUS

1. **Term.** Until all issues with Year 14 E-rate are resolved.
2. **Modifications.** This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.
3. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the District.
4. **Other Services.**
 - A. At the written request of the District, the Consultant will provide technology services based upon the following hourly rates. Such service costs are not included in the cost of services amount in the contract for E-Rate Services in Appendix A of this agreement.

Officer	\$175 per hour
Information Technology Consultant	\$150 per hour
Support Staff	\$ 90 per hour

5. **Termination.** The District may, in sole discretion, terminate this Agreement at any time upon 45 days written notice to Consultant. Consultant may, in its sole discretion, terminate this agreement at any time upon 60 days written notice to District

6. **Conflict of Interest.** No business or personal relationship exists between any school employee and the service provider.
7. **Attorney's Fees and Costs.** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.
8. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.
9. **Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

**Oakland Unified School District
314 E. 10th St. Room 211
Oakland, CA 94606**

CSM Consulting, Inc.
P.O. Box 4408
El Dorado Hills, CA 95762-0018

10. **Limitation of Liability.** The aggregate liability in connection with any claim arising out of or relating to this agreement whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee(s) paid by the District to Consultant for services performed pursuant to this Agreement. Consultant shall not in any circumstances be liable to District, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in connection with the services performed by Consultant pursuant to this Agreement. District's right to monetary damages listed above in that amount shall be in lieu of all other remedies that District may have.
11. **Governing Law.** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this

Agreement, shall be construed pursuant to and in accordance with the law of the State of California.

12. **Authority.** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.

13. **Entire Agreement.** This Agreement, which includes the "Proposal for Agreement for Services" set forth as Appendix A supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

Executed at Oakland, California, on the day and year set forth above.

G.T. Cichella, **President**
Gary T. Cichella

G.S. D. Yee, Title President, Board of Education

Gary Yee 7/8/00 Print Name

Oakland Unified School District

Edgar Rakestraw, Jr. 7/8/00
Edgar Rakestraw, Jr., Secretary
Board of Education

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

CONFIDENTIAL

SECRET

CONFIDENTIAL

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CONFIDENTIAL


APPENDIX A

PROPOSAL FOR CONTRACT FOR SERVICES

This proposal for the **Oakland Unified School District** is to provide the services set forth under Section I of the Agreement for Services Relating to E-Rate.

The cost for services rendered regarding the E-Rate application process as referred to in Section I of this agreement (Consultant's Responsibilities) shall amount to **\$90,000**. Invoices for services will be provided monthly beginning at final execution (or July 1, 2010 whichever is later) and continuing through June, 2011.

July 1, 2010


_____, **President, E-Rate Services**
Gary T. Cichella

CSM Consulting, Inc.
3130-C Inland Empire Blvd.
Ontario, CA 91764

AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)

This ATC/LOA (Agreement) entered into on this First day of July, 2010 by and between CSM Consulting, Inc., a California Corporation ("Consultant") and **Oakland Unified School District**, a school district under the laws of the State of California ("District"). Consultant's authority to communicate shall remain in effect during the term of the "E-Rate Services" consulting contract.

Consultant and District determines it is necessary to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") E-Rate program. District grants to Consultant the authority to investigate and communicate, in any form, with any telecommunication company, service provider or the Schools and Libraries Division with regard to the E-Rate Program on District's behalf. Consultant acknowledges that nothing contained herein shall constitute a principal and agent relationship or be construed to evidence the intention of the District to constitute such. Each party to the agreement represents and warrants that the officer executing this Agreement has been duly authorized.

The term of this assignment is from the date of final execution (above) until all issues with E-Rate Years 2003, 2004, 2005, 2006, 2007, 2008 2009 2010 2011 and 2012 are resolved or June 30, 2015. When executed, this agreement is authorization for all employees of Consultant to communicate on behalf of the District in performance of the duties outlined herein. The following is a list of California School Management Group, Inc (CSM) employees who are authorized to speak on behalf of the aforementioned client:

Kimberly Friends
Shawn Farley
Michelle Hurley
Rosy Campos
Drulyne Vang
Sarah Achacoso

Linda Smith
Lehna Markarian
Rachel Allen
Kathy Carroll
Sarah Pimentel
Monica White

Scott Harken
Jennifer Jimenez
Cathy Benham
Joan Przybyla
Mary Head

CSM Consulting, Inc.

Name: *G. T. Cichella*

Print Name: Gary T. Cichella

Title: President, E-Rate Services

Oakland Unified School District

Name: *G. Yee*
Print Name: Gary Yee

Title: President, Board of Education

Edgar Rakestraw 9/8/10
Edgar Rakestraw, Secretary, Board of Education
Page 6 of 6

OAKLAND
APPROVED
BY: *[Signature]*
APPROVED
BY: _____
Authority at Law

OK
1/2
1/2



California School Management Group

Advisors and Consultants

CSM, Inc. is the premier e-rate consulting firm in California. We are working with 170 districts throughout the State including San Diego Unified, Fresno Unified, Garden Grove Unified, San Bernardino City Unified, Santa Ana Unified...among others. Additionally, here are some statistics regarding applications that we filed in FY2008 (Y11).

We filed 275 Form 471 applications

We filed a total of 1,171 funding requests (FRNs) for a grand total of commitment requests \$163,085,812.87 which is 7% of the 2.25B nationwide funding cap.

The total percentage of the students in California served by our applications is **30%**... We are a firm dedicated to our client's success. We have developed a rapport with District staff over the last three years which allows us to work seamlessly with the various departments throughout the District when gathering information to ensure the success of the applications that we file. We *understand* Oakland Unified School District and all that goes along with preparation of applications in a District of this size and complexity. We have also developed a rapport with the Administrators of the program in Washington DC and are able to leverage that/those relationships on behalf of our clients as we have a stellar reputation on both coasts.

Utilizing CSM, Inc. ensures that Oakland Unified School District at any given time has access to our expert staff of 17 people Statewide, who are available to assist in any capacity. The e-rate process is a year long process that involves multiple deadlines, forms and to be honest, opportunities for error and loss of funding if all criteria are not met. In Oakland Unified, the potential effect of **NOT** managing everything correctly could be devastating...multi-million dollars devastating. Finally, at any given time, there are three years' worth of active applications that are being managed in some capacity – whether awaiting service provider invoicing and credit of discounts, appeals, extensions or any other manner of change or completion. The potential for loss is overwhelming and honestly, an unacceptable risk given the budget climate Districts are faced with.

OUSD Consultant Billing Rate Guideline Waiver Request

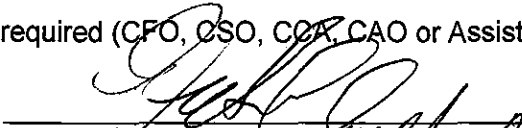
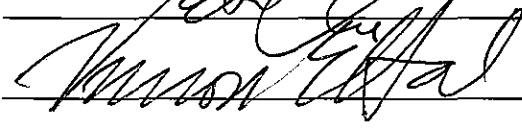
Directions

All District professional services contracts must be paid at an hourly rate within the OUSD Billing Rate Guidelines. Principals and managers can submit a waiver request to pay consultants at a higher hourly rate or in special circumstances, a flat fee contract. Billing rate guideline waivers require Cabinet level approval (CFO, CSO, CCA, 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 renegotiate the compensation and resubmit the contract for approval.

Contractor Name	CSM CONSULTING, INC.
Contract Originator Name	PAUL HOY
Site or Department	TECHNOLOGY SERVICES
Requisition Number	R0100003

Reason for requested waiver:

- Specialized skills set justifies higher hourly rate, see resume or statement of qualifications attached
- Short-term contract requires a higher hourly rate. Contract is less than one month in duration.
- Other, please explain:

Approval Cabinet Level approval required (CFO, CSO, CCA, CAO or Assistant Superintendent)			
Network or Executive Officer		Date	7/24/10
Cabinet Level		Date	8/19/10

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

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

1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
2. Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
4. OUSD contract originator creates the requisition.
5. Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
	<input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years
	<input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant)
	<input checked="" type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured
	<input checked="" type="checkbox"/> For All Consultants with employees: Proof of workers compensation insurance

OUSD Staff Contact Emails about this contract should be sent to: janice.chinn@ousd

Contractor Information

Contractor Name	CSM CONSULTING, INC.	Agency's Contact	KIMBERLY FRIENDS		
OUSD Vendor ID #	V054591	Title	VICE-PRESIDENT, ERATE SERVICES		
Street Address	3130-C INLAND EMPIRE BLVD	City	ONTARIO	State	CA Zip 91764
Telephone	(909) 944-7798	Email	kfriends@csmgconsulting.com		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input 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	07/01/2010	Date work will end	06/30/2011	Other Expenses	
Pay Rate Per Hour (required)	\$225.00	Number of Hours	400.00	Total Contract Amount	\$ 90,000.00

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
9909	E-Rate Facilities	9869901803	5825	\$ 90,000.00
	2122/9099		5825	\$
			5825	\$
Requisition No.	R0100003		Total Contract Amount	\$ 90,000.00

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.

1.	Administrator / Manager (Originator)	Name	PAUL HOY	Phone	879-8277
	Site / Department	986/TECHNOLOGY SERVICES		Fax	879-1848
	Signature			Date Approved	7/27/2010
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> School Portfolio Management <input type="checkbox"/> Complementary Learning / After School Programs				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	
3.	Network or Executive Officer				
	<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	7/25/10
4.	Cabinet (CAO, CCA, CFO, CSO, Assist. Sup. Facilities)				
	Signature			Date Approved	8/19/10
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved	<input checked="" type="checkbox"/>	Denied - Reason	
Procurement		Date Received		PO Number	
				Date	7/29/10

See contract

