

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Superintendent of Schools

October 29, 2008

TO: Board of Education

FROM: Roberta Mayor Ed.D., Interim Superintendent
Laura Moran, Chief Services Officer

SUBJECT: Adoption Employment Contract with Arturo Michel

ACTION REQUESTED:

Approval by the Board of Education of repeal of the Interim Chief of Police Employment Contract (Legislative File) adopted October 8, 2008 (Legislative File 08- 2149) and, in lieu thereof, Adoption of the Interim Chief of Police Employment Contract, attached hereto, and incorporated by reference as through fully set forth, with Arturo Michel ("Chief"), to provide services as the Chief of the Oakland Schools' Police Department for the period of July 1, 2008 through June 30, 2009, pursuant to terms and conditions stated herein.

BACKGROUND:

The Chief is to provide the District with his expertise in policing including, but not limited to: supervision of operations of Oakland Unified School District (OUSD) Police Department; ensuring coordination and communication between community leaders; site administrators, city officials, Oakland Police Department, neighboring police agencies, and OUSD staff; ensuring a safe and secure educational environment for all OUSD children; managing Call Out Implementation, weapons recovery building security, immigration concerns; training of new officers; gang prevention training and enforcement; and ensuring fast and effective response to all site related concerns. The replacement contract is recommended for adoption to comply with PERB Regulations regarding District hiring a vested PERB retiree.

FISCAL IMPACT:

In consideration of the services provided in the employment contract, the District shall pay the Chief an amount of \$125,999.93.

RECOMMENDATION:

Approval by the Board of Education of repeal of the Interim Chief of Police Employment Contract (Legislative File) adopted October 8, 2008 (Legislative File 08- 2149) and, in lieu thereof, Adoption of the Interim Chief of Police Employment Contract, attached hereto, and incorporated by reference as through fully set forth, with Arturo Michel ("Chief"), to provide services as the Chief of the Oakland Schools' Police Department for the period of July 1, 2008 through June 30, 2009, pursuant to terms and conditions stated herein.

File ID Number: 08-2531
Introduction Date: 10/29/08
Enactment Number: _____
Enactment Date: _____
By: _____

INTERIM CHIEF OF POLICE EMPLOYMENT CONTRACT

This Agreement (hereinafter "Agreement") is entered into between the Board of Education of the Oakland Unified School District, a public entity under the Government Code of the State of California (hereinafter "Board"), and Arturo Michel, an individual (hereinafter "Interim Chief of Police ") to secure his services as Interim Chief of Police of the Oakland Schools Police Department.

1. TERM

Term: This Agreement shall be from commence on July 1, 2008 and remain in force through June 30, 2009, subject to the terms and conditions hereinafter set forth. This Agreement is intended to be temporary in nature and is not intended to extend beyond one year. No part of this Agreement shall be construed as an extension of its terms or provisions beyond one year. This Agreement can be modified by mutual written agreement of the parties, as necessitated by the conditions present in the District. If the Agreement is not amended in writing or terminated pursuant to Section 8 herein, the contract shall automatically expire at the end of the contract term.

2. COMPENSATION

The Interim Chief of Police's compensation shall be \$125,999.93. The Interim Chief of Police's compensation shall be paid monthly.

3. WORK SCHEDULE

The Interim Chief of Police's work year shall consist of 261 days.

4. OBLIGATIONS OF THE INTERIM CHIEF

The Interim Chief of Police shall provide specialized policing skills including, but not limited to, the following: (a) Supervising the operation of the OSPD; (b) Ensuring coordination and communication between community leaders, site administrators, city officials and OSPD, neighboring police agencies, and OUSD staff; (c) Ensuring a safe and secure educational environment for all OUSD children; (d) Managing Call Out Implementation, weapons recovery, building security, immigration concerns, the recruitment and training of new officers, and gang prevention training and enforcement; and emergency preparedness.

5. OBLIGATIONS OF OUSD

5.1

The District shall provide the Interim Chief of Police with the office, equipment, material, and resources reasonably necessary to fulfill the duties, responsibilities and obligations of his position, and shall provide the standard issue of equipment for District department heads.

5.2

The District agrees to defend, indemnity and hold Interim Chief of Police harmless against any claims, demands, actions, lawsuits, losses or damages of any kind or nature arising out of or related to the course and scope of his discharge of his duties as the Interim Chief.

6.

EVALUATION

In the event that the District determines the performance of the Interim Chief of Police is unsatisfactory in any respect, it shall describe in writing, in reasonable detail specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Interim Chief of Police, who shall have the right to make a written response to the evaluation and be placed in the personnel file along with the evaluation.

7.

TERMINATION

7.1

The parties agree that the Interim Chief of Police shall serve at the pleasure and will of the Board of Education. The parties further agree that this Agreement may be terminated by either party for no reason upon sixty (60) days written notice. This Agreement shall supersede all Board policies which may otherwise govern this provision.

7.2

This employment Agreement may also be terminated by:

- a. Death or disability of the Interim Chief of Police. For purposes of this Agreement, "disability" means the Interim Chief of Police's inability, by reason of physical or mental infirmity or both, to perform the duties contemplated under this Agreement for a period of 120 consecutive days or 150 days in the aggregate in a consecutive twelve (12) month period. "Disability" shall be determined by a licensed physician acceptable to the parties. The physician's fee shall be paid by District. Any termination for disability shall not prejudice any rights under any disability policies benefiting the Interim Chief of Police.
- b. Discharge for Cause. For purposes of this Agreement, "cause" shall mean the Interim Chief of Police's: (a) conviction (or a No Lo Contendre plea) to any felony; (b) dishonesty in performing his duties under this Agreement; (c) repeated and willful misconduct under this Agreement; or (d) willful neglect of his duties under this Agreement.

8.

CHANGES IN AGREEMENT

Additional written amendments may be added to the Agreement by mutual consent of the parties at any time during the period of this Agreement.

9.

APPLICABLE LAW

This Agreement shall be construed in accordance with, and governed by the laws of the State of California. Should any provision of this Agreement be deemed invalid, the remainder of the

Agreement shall nevertheless be binding and effective. The parties agree to engage in binding mediation of any dispute arising out of this Agreement, with each party to bear its own costs.

10. GENERAL PROVISIONS

10.1

All notices required to be given under this Agreement shall be delivered via hand delivery, by first class mail or via facsimile as follows:

To Employer:
Board of Education
Oakland Unified School District
1025 Second Avenue, Rm. 320
Oakland, CA 94606
Phone: (510) 879-8000

To Employee:
Art Michel
Home Address: (to be left blank for
privacy reasons)

The parties may change the designated address for the giving of notices by providing to

10.2

Any controversy between the parties involving the construction or application of any of the terms, provisions, or conditions of this Agreement shall, on the written request of either party served on the other, be submitted to binding arbitration. Arbitration shall comply with and be governed by the provisions of the California Arbitration Act. The parties shall agree on the selection of one person to hear and determine the dispute. If the parties are unable to agree on a single arbitrator to hear the dispute, they shall obtain a list of arbitrators from the American Arbitration Association and select the arbitrator by alternative strike method. The arbitration shall be governed by the California Arbitration Act, Code of Civil Procedure § 1280 *et seq.*

10.3

No waiver of any rights or obligations under this Agreement may occur unless provided in writing.

10.4

This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement. Any prior agreements or understandings between the parties concerning the same subject matter not contained within this Agreement are null and void.

10.5

This Agreement is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Board.

10.6

If during the term of this Agreement it is found that a specific clause of the Agreement is illegal under Federal or State law, the remainder of the Agreement not affected by such a ruling shall remain in force.

10.7

This Agreement may only be modified or extended in writing and must be signed by the parties.

10.8

The effective date of this Agreement is June 1, 2008.

SIGNATURES

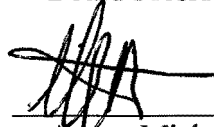
Oakland Unified School District

Date: October __, 2007

By: _____

David Kakishiba
Board President

Date: October __, 2007



Arturo Michel

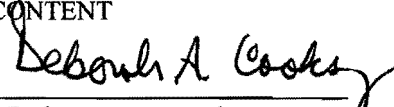
Dated: October __, 2008

By: _____

Edgar Rakestraw, Jr
Board Secretary

APPROVED AS TO FORM AND CONTENT

Date: October __, 2008

By:  _____

Deborah A. Cooksey
Interim General Counsel