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Enactment Date	6/27/12



OAKLAND UNIFIED
SCHOOL DISTRICT

1000 Lakeside Avenue, Oakland, CA 94612-3199
Phone: (510) 864-4000 Fax: (510) 864-4001

Memo

To Board of Education

From Troy Christmas

Board Meeting Date June 27, 2012

Subject AGREEMENT WITH SCHOOL SERVICES OF CALIFORNIA, INC.

Action Requested Ratification by the Board of Education of Agreement for Special Services between Oakland Unified School District and School Services of California, Inc., for the term April 5, 2012 through December 31, 2012, for an amount not to exceed \$11,500, plus actual expenses.

Background
A one paragraph explanation of why the consultant's services are needed. OUSD needs assistance with a Collective Bargaining Contract Risk Analysis for Negotiations. Special Services is professionally and specially trained to provides these services. The authority for entering into this Agreement is contained in Section 53060 of the Government Code.

Discussion
One paragraph summary of the scope of work. Ratification by the Board of Education of the Agreement between the District and School Services of California, Inc. to assist with issues for services relative to district collective bargaining negotiations and reporting on specified issues and provide a report with observations and recommendations about the management collective bargaining agreement for the contract term from April 5, 2012 through December 31, 2012 for an amount not to exceed \$11,500, plus actual expenses.

Recommendation Ratification by the Board of Education of the Agreement between the District and School Services of California, Inc. for the contract term from April 5, 2012 through December 31, 2012 for an amount not to exceed \$11,500, plus actual expenses.

Fiscal Impact Funding resource name: General Purpose not to exceed \$11,500, plus actual expenses.

Attachments

- Agreement for Special Services

AGREEMENT FOR SPECIAL SERVICES
Collective Bargaining Contract Risk Analysis for Negotiations

This is an Agreement between the **OAKLAND UNIFIED SCHOOL DISTRICT**, hereinafter referred to as “Client,” and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as “Consultant,” entered into as of April 5, 2012.

RECITALS

WHEREAS, the Client needs assistance with a Collective Bargaining Contract Risk Analysis for Negotiations; and

WHEREAS, the Consultant is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to assist the Client as directed by the Superintendent or Superintendent’s designees with issues for services relative to district collective bargaining negotiations as mandated by Sections 3540, et al., of the California Government Code.
2. The Consultant agrees to assist the Client by reporting on specified issues and providing a report with observations and recommendations about the management collective bargaining agreement.
3. The Client agrees to pay the Consultant the amount of \$11,500, plus actual expenses related to completion of the project, such as travel, meals, conference call telephone charges, shipping, and duplication of materials, upon receipt of billing from Consultant. If additional meetings or presentations are required that are not described in this proposal (for example, more than one Board presentation), a charge of \$200 per hour, per consultant will be billed in addition to actual and reasonable expenses.
4. This Agreement shall be for the period commencing April 5, 2012, and terminating December 31, 2012. It may be terminated at any time by either party on thirty (30) days written notice. In case of cancellation, the Client shall be liable for any costs and fees accrued to date of cancellation.

OAKLAND UNIFIED SCHOOL DISTRICT

JUN 07 2012

LABOR RELATIONS OFFICE



5. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

BY: *Vernon Hal* DATE: 5/23/12
VERNON HAL
Chief Financial Officer
Oakland Unified School District

Jody London
Jody London
President, Board of Education

Edgar Rakestraw, Jr.
Edgar Rakestraw, Jr., Secretary
Board of Education

BY: *Maureen Evans* DATE: 5/30/12
MAUREEN EVANS
Vice President
School Services of California, Inc.