

Board Office Use: Legislative File Info.	
File ID Number	13-2243
Introduction Date	10-23-13
Enactment Number	13-2216
Enactment Date	10-23-13 <i>lf</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Jacqueline Minor, General Counsel

Board Meeting Date October 23, 2013

Subject **AMENDMENT-IV TO THE MEMORANDUM OF UNDERSTANDING AND ENGAGEMENT POLICY BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND FAGEN FRIEDMAN & FULFROST**

Action Requested Approval of Amendment-IV to Memorandum of Understanding between Oakland Unified School District and FAGEN FRIEDMAN & FULFROST, an Oakland law firm, to provide legal services to the District on an as needed basis.

Background FAGEN FRIEDMAN & FULFROST provides legal services to the District in a variety of areas, including labor, special education (separate MOU for special education), litigation and general legal advice.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of Amendment IV to Memorandum of Understanding between District and Fagen Friedman & Fulfroft, an Oakland law firm, for the latter to provide legal services to the District for the development of an Employee Handbook for non-represented and confidential employees of the District, all the terms and conditions of Agreement remain in full force and effect except fees for the 2013-14 fiscal year for all matters handled by the firm may increase to the not to exceed amount of \$225,000, and increase of \$50,000.

Recommendation Approval of Amendment-IV to the MOU with FAGEN FRIEDMAN & FULFROST

Fiscal Impact Funding resource name: GP \$225,000.

Attachments

- Amendment-IV to the Memorandum of Understanding

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Introduction Date	10-23-13
Enactment Number	13-2116
Enactment Date	10-23-13 <i>ff</i>

**AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT
And
FAGEN FRIEDMAN & FULFROST**

By Enactment Number 13-1317, the Board of Education approved a professional services agreement between FAGEN FRIEDMAN & FULFROST (hereinafter "COUNSEL" or "CONTRACTOR") and the Oakland Unified School District (hereinafter "the District" or "OUSD") for the former to provide legal services to the District in a variety of areas, including labor, special education, litigation and general legal advice for the term of this agreement shall be July 1, 2013 to June 30, 2016. The purpose of this amendment is to retain the law firm to provide legal services to the District for the development of an Employee Handbook for non-represented and confidential employees.

FEES

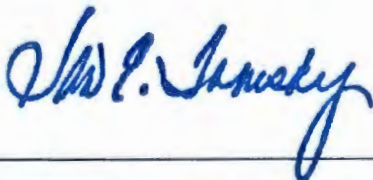
For the 2013-14 fiscal year for all matters handled by the law firm, the fees may increase to an amount not to exceed amount of \$225,000, and increase of \$50,000.

Except as expressly provided above, the MOU is unchanged.

This Amendment to the MOU between the COUNSEL and the District constitutes the entire understanding and agreement between the Parties. All understandings, agreements, covenants, representations and warranties, express or implied, oral or written between are contained and merged herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by or between the Parties concerning the subject matter hereof. This is an integrated agreement. It may not be altered, modified or otherwise changed in any respect except in a writing signed by each party.

IN WITNESS WHEREOF, the parties hereto agreed to be bound and have executed this Amendment Agreement to the Agreement and the attached Agreement for Legal Services.

FAGEN FRIEDMAN & FULFROST



Jan E. Tomskey, Managing Partner



Fagen Friedman & Fulfroft LLP

AGREEMENT FOR LEGAL SERVICES

This Agreement is by and between the Oakland Unified School District ("Client") and the law firm of Fagen Friedman & Fulfroft ("Firm"). In consideration of the promises and the mutual agreements hereinafter contained, Client and Firm agree as follows effective September 23, 2013:

Client hires Firm as its legal counsel for the purpose of developing a policy handbook to address issues regarding non-represented employees. Danielle Houck will be the attorney responsible for this project. Client agrees to pay Firm \$250 per hour for Ms. Houck's services related to development of the handbook.

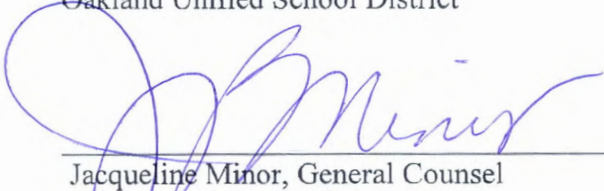
Client may discharge Firm at any time by written notice. Unless otherwise agreed, and except as required by law, Firm will provide no further services hereunder after receipt of such notice. Firm may withdraw its services hereunder with Client's consent or as allowed or required by law, upon ten (10) days written notice. Upon discharge or withdrawal, Firm shall transition all outstanding work on the project identified in this contract as Client shall direct.

Client and Firm acknowledge that this Agreement does not modify or supersede any other Agreement for Legal Services existing between Client and Firm that is in effect during the term of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.


Oakland Unified School District

Fagen Friedman & Fulfroft, LLP


Jacqueline Minor, General Counsel

Date:

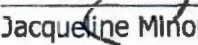
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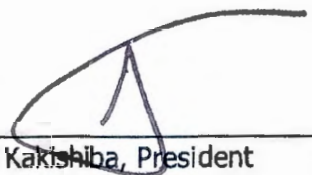

Jan E. Tomskey, Managing Partner

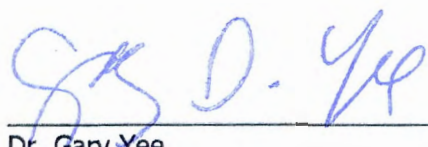
Date:

9/23/2013

Oakland Unified School District


Jacqueline Minor, General Counsel


David Kakishiba, President
Board of Education 10/24/13


Dr. Gary Yee 10/24/13
Superintendent and Secretary Board of Education

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