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Enactment Number	
Enactment Date	



Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
 Jenine Lindsey, Executive Director, Labor Relations & ADR

Board Meeting Date 4/10/2019

Subject Agreement for Special Services Contract
 Contractor: School Services of California
 Services For: 946-Legal/Labor

Action Requested and Recommendation Ratification by the Board of Education of an Agreement for Special Services Contract between the District and School Services of California Inc., Sacramento, CA, for the latter to provide assistance regarding fact finding services relative to district collective bargaining negotiations for the period of January 3, 2019 through August 31, 2019 in an amount not to exceed \$87,000.00.

Background
(Why do we need these services? Why have you selected this vendor?)
 In December of 2016, the Oakland Unified School District ("District") and the Oakland Education Association ("OEA") began negotiations. On May 23, 2018, the OEA filed a Request for Impasse Determination and Appointment of a Mediator with the Public Employment Review Board ("PERB"). After mediation failed to produce an agreement, PERB appointed an arbitrator to chair a fact-finding panel. The fact-finding hearings occurred on January 31 and February 1, 2019 in Oakland, California.

School Services of California has extensive experience with fact-finding and has assisted the District with fact-finding services in the past (Legislative file ID No. 04-1411). The scope of this agreement is to provide the District with assistance relative to fact-finding and District Collective bargaining negotiations by reviewing budget and negotiation documents, provide preliminary consultation and perform other services required prior to or beyond the initial negotiation stage.

Competitively Bid Was this contract competitively bid? No
 If no, exception: Professional Services Agreement of less than \$92,600

Fiscal Impact Funding resource(s): General Purpose

Attachments • Agreement

Client # 17065 / S45

P.O.# _____

AGREEMENT FOR SPECIAL SERVICES

Factfinding.

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 January 3, 2019.

RECITALS

WHEREAS, the Client needs assistance regarding services relative to factfinding; and

WHEREAS, 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;

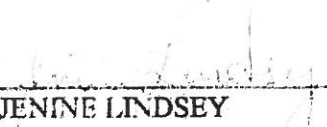
NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

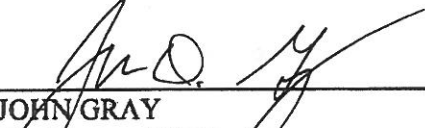
1. The Consultant agrees to assist the Client as directed by the Superintendent or Superintendent's designees with issues for services relative to District collective bargaining negotiations as mandated by Section 3540 et seq. of the California Government Code.
2. The Client agrees to pay the Consultant \$310 per hour, plus expenses, to review budget and negotiation documents, provide preliminary consultation, and perform other services required prior to or beyond the initial negotiation stage. Time spent by the School Services of California, Inc., (SSC) Assistant Director will be billed at \$225 per hour. Time spent by the SSC Consulting Coordinator will be billed at \$210 per hour. Time spent by SSC support staff to prepare materials will be billed at \$155 per hour. The total cost incurred by the Client under this agreement shall not exceed \$87,000.00.
 - a. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site.
 - b. "Expenses" are defined as actual, out-of-pocket expenses, such as transportation, lodging, meals, and duplication of materials.
3. This Agreement shall be for the period commencing January 3, 2019, and terminating August 31, 2019. It may be terminated at any time prior to August 31, 2019, by either party hereto on thirty (30) days' written notice. In case of cancellation, the Client shall be liable for any costs accrued as of the cancellation date.

4. It is expressly understood and agreed to by both parties that 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 District.

5. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The Client certifies to the best of 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 CONTRACTOR according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List.
<https://www.saml.gov>.

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

BY:  DATE: 2/6/2019
JENINE LINDSEY
Executive Director, Labor Relations
Oakland Unified School District

BY:  DATE: 2/11/19
JOHN GRAY
President and CEO
School Services of California, Inc.

BY:  DATE: 3/19/19
MARION MC WILLIAMS
General Counsel
Oakland Unified School District