

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Superintendent of Schools

October 12, 2011

Legislative File	
File ID Number:	11-2566
Introduction Date:	10/12/11
Enactment Number:	11-2190
Enactment Date:	10-12-11
By:	B

TO: Board of Education

FROM: Anthony Smith, Ph.D., Superintendent
Brigitte Marshall, Associate Superintendent, Human Resources Services and Support

SUBJECT: Release Agreement with Uniserve Intern Program, National Education Association on Behalf of Katherine Clarke Hines

ACTION REQUESTED

Approval by the Board of Education of the agreement with Uniserve Intern Program, National Education Association for the release of Katherine Clarke Hines on an on-loan basis for the period of August 24, 2011 through November 30, 2011.

DISCUSSION

Ms. Katherine Clarke Hines will serve as an intern in the National Education Association's Affirmative Action Uniserv Program for Women and Ethnic Minorities learning about the structure of the public education systems, community organizing and education reform/restructuring, school district and state budgets, collective bargaining agreements, grievance processing, political action, and other aspects of advocacy for students, teachers and support personnel. The field work as an NEA intern will also include but not limited to: organization development projects, writing press releases, participating in alternative dispute resolution, negotiating collective bargaining agreements, participating in arbitration sessions, developing service programs, and refining inter/intra personal communication skills.

BUDGET IMPACT

Reimbursable funds to the District from Uniserve Intern Program, National Education Association for Ms. Clarke Hines' salary and benefits from August 24, 2011 through November 30, 2011.

RECOMMENDATION

Approval by the Board of Education of the agreement with Uniserve Intern Program, National Education Association for the release of Katherine Clarke Hines on an on-loan basis for the period of August 24, 2011 through November 30, 2011.

RELEASE AGREEMENT
between
UNISERVE INTERN PROGRAM, NATIONAL EDUCATION ASSOCIATION
and
OAKLAND UNIFIED SCHOOL DISTRICT

THIS AGREEMENT is entered by and between the NATIONAL EDUCATION ASSOCIATION on behalf of UNISERVE INTERN PROGRAM and the OAKLAND UNIFIED SCHOOL DISTRICT ("District").

1. District hereby agrees to release Katherine Clarke Hines to work for the New Affirmative Action Uniserve Intern Program on a full-time basis for the period of August 24 through November 30, 2011.
2. Katherine Clarke Hines will continue to have her full salary and benefits disbursed by District, but Uniserve will reimburse the District for such salary and benefits as paid to Katherine Clarke Hines for services performed for Uniserve from August 24, 2011 through November 30, 2011. Uniserve shall not be liable to reimburse District costs in excess of \$21,246.75 unless and until this Agreement is amended to increase that maximum amount.
3. District may submit numbered invoices to Uniserve at the end of each quarter for Katherine Clarke Hines's services during that period. Uniserve shall make payment to District promptly upon receipts of each invoice. Invoices must reference Uniserve's Purchase Order, and shall be mailed to the following address:

Denard Earl
1201 16st NW suite 413
Washington, DC 20036
4. Any duties assigned and/or expected of Katherine Clarke Hines beyond those which constitute her contract time with District shall be time outside of assigned District working hours and shall not constitute any cost to District.
5. This Agreement may be terminated by Uniserve if, for any reason, Katherine Clarke Hines should become unable to serve on Uniserve's projects or if sufficient funds are not available to continue the projects on which Katherine Clarke Hines is employed. In the event of such termination, Uniserve shall reimburse the District for the share of Katherine Clarke Hines' salary and benefits earned by her through the date of termination.
6. District represents that it has appropriate policies and procedures or agreements with Katherine Clarke Hines sufficient to enable it to comply with all the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have cause this agreement to be executed by their duly authorized representatives as of the day and year first above written.

OAKLAND UNIFIED SCHOOL DISTRICT
("District")

NATIONAL ASSOCIATION EDUCATION
("Uniserve")

By: Jody London
Jody London
President
Board of Education
Oakland Unified School District

By: [Signature]

Date: 10/13/11

Date: 8/4/11

By: Edgar Rakestraw, Jr.
Edgar Rakestraw, Jr.
Secretary, Board of Education
Oakland Unified School District

Date: 10/13/11

ACKNOWLEDGED AND AGREED:

By: Katherine Clarke Hines
Katherine Clarke Hines

Date: 8/4/11

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: [Signature]
Attorney at Law

LEGISLATIVE FILE

File ID Number 11-2566
Introduction Date 10-12-11
Enactment Number 11-2190
Enactment Date 10-12-11 **B**

MEMORANDUM OF UNDERSTANDING
UNISERV INTERN PROGRAM

NAME: Katherine Clarke Hines

SSN: [REDACTED]

ADDRESS: [REDACTED]

CITY/STATE: [REDACTED]

HOME PHONE: [REDACTED] MOBILE PHONE: _____

PERSONS TO CONTACT IN CASE OF EMERGENCY:

Name [REDACTED] Phone # [REDACTED]

Address _____

Name [REDACTED] Phone # [REDACTED]

Address _____

1. I agree to serve as an Intern in the NEA AFFIRMATIVE ACTION UNISERV INTERN PROGRAM ("Intern Program") for the period July 10, 2011 to November 30, 2011.
2. I agree to abide by all NEA terms, conditions, policies, etc., governing participation in the Intern Program. I further agree that failure to abide by any NEA term, condition, policy, etc., may be grounds for my immediate dismissal from the Intern Program.
3. I hereby certify that the ending date of my last paycheck is _____ and that the date my check from NEA should begin is August 24, 2011
4. NEA will reimburse my employer on a monthly bases directly (When invoice is submitted) for the gross salary and benefits paid to me by my employer for the period August 24, 2011 to November 30, 2011 in the amount of \$ 21,246.75.
5. NEA's Finance Management will reimburse me for reasonable travel and relocation expenses.
6. NEA's Finance Management will make direct payment to vendors for reasonable rent, security deposit, and furniture rental (if necessary) expenses, during the period July 10, 2011 to November 30, 2011.

NATIONAL EDUCATION ASSOCIATION

BY: [Signature]

(SIGNATURE)

UNISERV INTERN

BY: [Signature]

(SIGNATURE)