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Enactment Date	11/30/16 OAD



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
From Vernon Hal, Senior Business Officer
Board Meeting Date November 30, 2016
Subject Amendment to Agreement with Robert Half International, Accountemps Division

Action Requested Approval of First Amendment to Agreement with Robert Half International, Accountemps Division and Ratification of the Agreement originally entered into on February 16, 2016

Background and Discussion In February 2016, the Fiscal Division entered into a purchase order in the amount of \$86,130 with Robert Half International to procure temp employees for Accounts Payable and Payroll. By this Amendment, the District will procure 4 Accountemps employees for Payroll and Accounts Payable through June 14, 2017, in the amount of \$96,600. The temp employees are necessary due to workload and current vacancies.

Recommendation Approval of First Amendment to Agreement with Robert Half International, Accountemps Division and Ratification of the Agreement originally entered into on February 16, 2016

Fiscal Impact Funding resource name: General Purpose, not to exceed \$96,600

Attachments

- First Amendment to the Agreement
- Agreement

**FIRST AMENDMENT TO THE
RH CUSTOMER AGREEMENT FOR TEMPORARY SERVICES**

THIS FIRST AMENDMENT TO THE RH CUSTOMER AGREEMENT FOR TEMPORARY SERVICES (this "First Amendment") is between OAKLAND UNIFIED SCHOOL DISTRICT ("Client" or "you"), and ROBERT HALF INTERNATIONAL INC., through its division Accountemps ("RH"), hereinafter referred to individually as a "Party" or collectively as "Parties".

RECITALS

WHEREAS, Client and RH entered into an RH Customer Agreement for Temporary Services dated March 16, 2016 (the "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement, as more fully set forth below.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto intending to be legally bound hereby agree as follows:

1. The first sentence of Section 1.7 of the Agreement is hereby deleted in its entirety and replaced with the following language:
"This Agreement will take effect as of the last date listed below and continue until June 14, 2017, unless terminated earlier."

2. The following language shall be added to Exhibit B:

"Effective November 14, 2016, based on the projection and calculations (for 6 month assignments for 4 temporary staff), the gross spend for the four temporary employees will be \$96,600. The contracts are open-ended and can be extended.

- 2 temps @ \$33.50/hr x 30 hrs/wk x 26 weeks (6 months) = \$55,260
- 2 temps @ 26.50/hr x 30 hrs/wk x 26 weeks (6 months) = \$41,340

This gross spend amount will not include any conversion fees. Notwithstanding anything to the contrary in this Agreement, RH may at any time, in its sole discretion, discontinue performance of the services once the gross spend amount has been attained (even if RH continued to provide services after the gross spend amount was reached)."

Any capitalized terms used but not defined herein shall have the same meaning as provided in the Agreement. Except as otherwise agreed to in this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between this First Amendment and the original Agreement, the terms of the First Amendment shall control. Any further modifications to the Agreement must be in writing signed by the Parties hereto.

IN WITNESS HEREOF, the parties hereto have executed this First Amendment as of the date and year of the last signature below.

OAKLAND UNIFIED SCHOOL DISTRICT

ROBERT HALF INTERNATIONAL INC.

By: 

By: 

James Harris

Name: Karen Warren

President, Board of Education

Title: District President

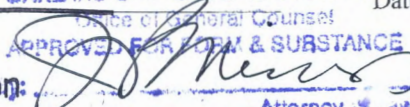
Title: 

Date: 11.15.16

Date: 

Antwan Wilson

Secretary, Board of Education:

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE

Attorney at Law



CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.**

Legislative File ID No. 16-2566

Department: Fiscal Services

Vendor Name: Robert Half International

Contract Term: Start Date: 3-16-16 End Date: 6-14-2017

Annual Cost: \$ 96,600

Approved by: Senior Business Officer

Is Vendor a local Oakland business? Yes ☐ No ☒

Why was this Vendor selected?

Previously provided temporary fiscal and accounting to supporting Payroll and Accounts Payable staffing needs

Summarize the services this Vendor will be providing.

Temp, specialized employees

Was this contract competitively bid? Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

Comparison of temp agency hourly rates for fiscal and accounting employees.

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☒ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☐ **Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts [requires Board resolution declaring an emergency]
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - ☐ Western States Contracting Alliance Contracts (WSCA)
 - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**

RH Customer Agreement for Temporary Services

This RH Customer Agreement for Temporary Services (the "Agreement") governs transactions by which you retain the Services of Robert Half International Inc., doing business through its division Accountemps ("RH"), to assist Oakland Unified School District ("you" or "your") in meeting its staffing needs.

Part 1 - General

1.1 Definitions

"Assigned Individual" means the individual assigned to you by RH.

"Branch" means the RH branch located at the address identified on page 3 of this Agreement.

"Services" means the provision of services by the Assigned Individual to you.

1.2 Agreement Structure

Additional terms for the Services are included in Exhibits A and B, which are attached to this Agreement. RH also provides additional terms for Services in job arrangement letters which are also part of this Agreement. All transactions under this Agreement will have a job arrangement letter, which will be sent to you when RH provides Services to you. In order to initiate Services, you will provide RH with notice (e.g., via telephone, e-mail, facsimile or mail) describing the Services you need in reasonable detail. RH will promptly reply to such request and indicate whether RH will or will not provide the requested Services. If RH elects to provide the requested Services, RH will send you a job arrangement letter.

If there is a conflict among the terms in the various documents, those of this Agreement prevail over those of a job arrangement letter.

You accept the terms in a job arrangement letter by your approval of the Assigned Individual's weekly timesheet or electronic time record.

Services become subject to this Agreement when RH accepts your order by 1) sending you a job arrangement letter, or 2) providing the Services.

1.3 Charges and Payment

Amounts are due and payable as RH specifies in Exhibit A, including the fees payable for directly hiring Assigned Individuals and the fees payable if an Assigned Individual works overtime, e.g., in excess of 40 hours per week. You agree to pay accordingly, including any late payment fee.

1.4 Changes to the Agreement Terms

For a change to be valid, both parties must sign it. Additional or different terms in any written communication from you (such as a purchase order) are void.

1.5 Limitation of Liability

Circumstances may arise where, because of a default on RH's part or other liability, you are entitled to recover damages from RH. Except in the event of RH's gross negligence or wilful misconduct, regardless of the basis on which you are entitled to claim damages from RH (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), RH's liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid to RH for the Services that are the subject of the claim.

Items for Which RH is Not Liable

Under no circumstances is RH liable for special, incidental or indirect damages or for any consequential damages (including lost profits, business, revenue, goodwill, or anticipated savings), even if informed of the possibility.

1.6 General Principles of Our Relationship

- a. Each party will maintain workers' compensation insurance, commercial liability insurance and employer's liability insurance.
- b. RH will be responsible, to the extent applicable, for any workers' compensation insurance, federal, state and local withholding and unemployment taxes, social security, state disability insurance or other payroll charges for the Assigned Individuals.
- c. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

1.7 Agreement Term

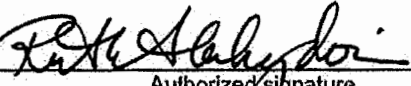
This Agreement will continue for a period of one year after the last date listed below, unless terminated earlier. Either party may terminate this Agreement on thirty days' written notice to the other.

Either party may terminate this Agreement if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

Any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled, including the payment obligations set forth in Section 1.3 above, and apply to each party's respective successors and assignees.

By signing below, both parties agree to the terms of this Agreement. Once signed, 1) any reproduction of this Agreement or job arrangement letter made by reliable means (for example, photocopy or facsimile) is considered an original and 2) all Services ordered under this Agreement are subject to it.

Agreed to:
Oakland Unified School District

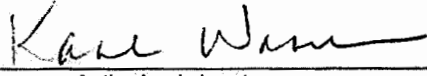
By 
Authorized signature

Name (type or print): Ruth Alahydoian

Date: 3-16-16

Customer address: 1000 Broadway, Suite 450, Oakland, CA 94607

Agreed to:
Robert Half International Inc.

By 
Authorized signature

Name (type or print): Karen Warren, Sr. Regional Vice President

Date:

Branch address: 1999 Harrison Street, Suite 1000, Oakland, CA 94612

After signing, please return a copy of this Agreement to the RH "Branch address" shown above.

Exhibit A

Assigned Individuals are assigned to you under the following additional terms:

1. **Guarantee** - RH guarantees your satisfaction with the Services of the Assigned Individual by extending to you a one-day (8 hours) guarantee period. If, for any reason, you are dissatisfied with the Assigned Individual, RH will not charge for the first eight hours worked, provided that you allow RH to replace Assigned Individual. Unless you contact RH before the end of the first eight hours guarantee period, you agree that the Assigned Individual is satisfactory.
2. **Time Sheet** - Assigned Individuals will present a time sheet or an electronic time record to you or your representative for verification and approval at the end of each week. RH will bill you weekly for the total hours worked; RH's invoices are due upon receipt, including applicable sales and service taxes all of which are payable by you. In the event that you fail to pay the invoices when due, you agree to pay all of RH's costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, RH may, at its option, charge interest on any overdue amounts at a rate of the lesser of 1½% per month or the highest rate allowed by applicable law from the date the amount first became due. RH may increase its rates for the Services provided under this Agreement to reflect increases in RH's own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. RH will provide written or verbal notice of any increase in its rates for the Services, and such increase will be prospective, starting as of the effective date RH specifies.
3. **Overtime** - If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.
4. **Hiring the Person Referred to You** - After you evaluate the performance and potential of an Assigned Individual on the job, you may wish to employ this person directly. In such event, you agree to pay a conversion fee. The conversion fee is payable if you hire an Assigned Individual, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. You also agree to pay a conversion fee if an Assigned Individual is hired by (i) a subsidiary or other related company or business as a result of your referral of the Assigned Individual to that company or (ii) one of your customers as a result of the Assigned Individual providing services to that customer.

The conversion fee will be owed and invoiced upon your hiring of the Assigned Individual, and payment is due upon receipt of the invoice. The same calculation will be used if you convert the Assigned Individual on a part-time basis using the full-time equivalent salary.

The conversion fee will equal thirty-five percent (35%) of the Assigned Individual's aggregate annual compensation, including bonuses.

Exhibit B

Based on the projection and calculations (for 3 month assignment for six temporary staff, and 3 weeks assignment for one staff), the gross spend for the seven temporary employees will be \$86,130. These contracts are open-ended and can be extended.

- 3 temps @ \$27/hr x 30.00hrs/wk x 16 wks (4 months) = \$38,880
- 2 temps @ \$26.50/hr x 30.00hrs/wk x 16 wks (4 months) = \$25,440
- 1 temps @ \$65/hr x 30.00hrs/wk x 3 wks (3/4 month) = \$5,850
- 1 temp @ \$33.25/hr x 30.00hrs/wk x 16 wks (4 months) = \$15,960

This gross spend amount will not include any conversion fees. Notwithstanding anything to the contrary in this Agreement, RH may at any time, in its sole discretion, discontinue performance of the services once the gross spend amount has been attained (even if RH continued to provide services after the gross spend amount was reached).