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## Board Cover Memorandum

**To** Board of Education

**From** Sondra Aguilera, Acting Superintendent  
Rebecca Lacocque, Director, Linked Learning

**Meeting Date** September 14, 2022

**Subject** Memorandum of Understanding/Grant Agreement - Alameda County Office of Education - Google UX/UI Certificate Course - High School Linked Learning Department

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**Ask of the Board** Ratification by the Board of Education of a Memorandum of Understanding by and between the District and the Alameda County Office of Education, Hayward, CA, for the latter to provide a Google UX/UI Certificate Course for high school students via the High School Linked Learning Office, for the period of April 28, 2022 through June 30, 2022, with ACOE to pay OUSD an amount not to exceed \$3,000.00.

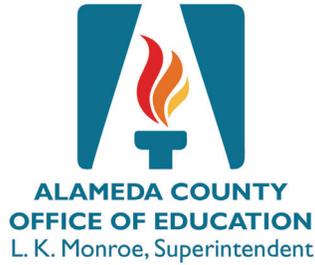
**Background** The purpose of this M.O.U. is to enable the ACOE and OUSD to work in implementing the Google UX/UI Certificate Course for high school students. Given the need for relevant Career Technical Education opportunities, Google has scoped their UX/UI Certificate course for high school. Working in conjunction between Google as an industry partner, Calculus Roundtable as a Community partner and ACOE's Core Learning Team to connect districts, students will have the opportunity to learn and obtain a Google Certificate to support STEM related career Under the M.O.U., ACOE will pay OUSD \$3000 to advance this work.

**Not-To-Exceed Amount** Alameda County Office of Education will pay OUSD an amount not to exceed \$3,000.00.

**In-Kind Contributions** N/A

**Attachment(s)**

- Memorandum of Understanding - Google UX/UI Certificate Course Alameda Office of Education



## MEMORANDUM OF UNDERSTANDING

**PARTIES:** This Memorandum of Understanding (M.O.U.) is entered into between the Alameda County Office of Education (ACOE) and Oakland Unified School District (OUSD).

**PURPOSE:** The purpose of this M.O.U. is to enable the ACOE and OUSD to **work in implementing the Google UX/UI Certificate Course for high school students**. Given the need for relevant Career Technical Education opportunities, Google has scoped their UX/UI Certificate course for high school. Working in conjunction between Google as an industry partner, Calculus Roundtable as a Community partner and ACOE's Core Learning Team to connect districts, students will have the opportunity to learn and obtain a Google Certificate to support STEM related career endeavors.

**TERM:** This M.O.U. shall become effective upon the date of execution by both the parties and shall continue until June 30, 2022.

### SCOPE OF SERVICES:

- A. The ACOE shall:
1. Collaboratively meet with OUSD, to determine which sites, teachers and students who will participate as part of this series..
  2. Work with OUSD to ensure payment from ACOE to participating educators from the district and necessary implementation costs.
- B. To support the **UX/UI Course for High School Students**, OUSD shall:
1. Collaboratively work with ACOE to design an implementation model for the UX/UI Course.
  2. Allocate funding from ACOE to the associated costs of implementation of the UX/UI Google Course for students.

## **INSURANCE:**

During the term of this MOU, ACOE and OUSD, including any/all subcontractors, shall maintain insurance policies evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 aggregate and \$1,000,000 per occurrence, including applicable property damage, workers' compensation, auto insurance coverage, or other applicable coverages. Any and all insurance coverage may be provided by a (JOINT POWERS AUTHORITY OR OTHER) Self-Insurance Program. Any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

## **INDEMNIFICATION:**

- A. Insofar as permitted by law, ACOE shall assume the defense and hold harmless OUSD and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of ACOE, its officers, agents or employees.
- B. Insofar as permitted by law, OUSD shall assume the defense and hold harmless ACOE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of OUSD, its officers, agents or employees.
- C. It is the intent of the ACOE and OUSD that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- D. ACOE and OUSD agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. ACOE and OUSD further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

## **COMPENSATION:**

In exchange for the support and services to be provided by OUSD under the terms and conditions of this Agreement, ACOE shall pay OUSD the amount of \$3000.

ACOE shall therefore pay OUSD an amount not to exceed \$3000 (three thousand dollars). OUSD shall invoice ACOE upon completion of service in the amount of \$3000.

**TERMINATION/SUSPENSION:**

This M.O.U. may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this M.O.U. may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this M.O.U.

**NON-DISCRIMINATION:**

No person shall be subjected to discrimination on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code in any program or activity conducted by an educational institution that receives, or benefits from, state financial assistance or enrolls pupils who receive state student financial aid.

**NOTICES:**

All notices, and amendments (except Notice of Termination), required by this Agreement shall be made in writing and sent via e-mail. For the purposes of the Agreement the addresses of the parties are as follows:

**To ACOE:** Alameda County Office of Education  
313 West Winton Avenue  
Hayward, CA 94544  
Michelle Lau, Core Learning  
[mlau@acoe.org](mailto:mlau@acoe.org)

**To OUSD:** Oakland Unified School District  
1000 Broadway, Suite 440  
Oakland, CA 94607  
Rebecca Lacocque  
[rebecca.lacocque@ousd.org](mailto:rebecca.lacocque@ousd.org)  
(510) 879-4616

**INTEGRATION:**

This M.O.U. represents the entire and integrate agreement between ACOE and OUSD, and supersedes all prior negotiations, representations, or agreements, either written or oral. This M.O.U. may be amended only by written instrument signed by the duly authorized representatives of ACOE and OUSD.

**REPRESENTATION OF AUTHORITY:**

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

IN WITNESS WHEREOF, ACOE and Sondra Aguilera have executed this M.O.U. as of the date first above written.

ALAMEDA COUNTY OFFICE OF EDUCATION (Michelle Lau)

Dr. Candi Clark  
(Associate Superintendent Signature)

Dr. Candi Clark, Associate Superintendent

Printed Name and Title

Date: 04/28/2022

Sondra Aguilera  
(Authorized Representative Signature)

Sondra Aguilera, Chief Academic Officer  
Printed Name and Title

Date: 7/12/2022

Approved as to form by OUSD Staff Attorney  
Joanna Powell on 7/11/22.

Joanna J. Powell