

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Superintendent of Schools

October 10, 2012

| Legislative File   |          |
|--------------------|----------|
| ID Number:         | 12-2544  |
| Introduction Date: | 10/10/12 |
| Enactment Number:  | 12-2510  |
| Enactment Date:    | 10/10/12 |
| By:                | o.s.     |

**TO:** Board of Education

**FROM:** Anthony Smith, Ph.D., Superintendent  
Vernon Hal, Deputy Superintendent, Business and Operations VEH  
Brigitte Marshall, Associate Superintendent, Human Resources Services and Support BM

**SUBJECT:** Agreement with Alameda Unified School District for the On-Loan Services of Eric Van Laeken

**ACTION REQUESTED**

Approval by the Board of Education of an agreement with the Alameda Unified School District (AUSD) for the teacher on-loan services of Eric Van Laeken for the period of July 1, 2012 through June 30, 2013.

**DISCUSSION**

In collaboration with the Mathematics Coaching Consortium (MCC), formerly with the Alameda County Office of Education, Mr. Van Laeken will serve as a middle school mathematics coach in support of AUSD's middle school teachers.

Mr. Van Laeken will also participate in ongoing development and revision of AUSD and MCC standards-based mathematics pacing guides and benchmark assessments; data analysis of the results to assist teachers transform their instruction, and implement the MCC best practices in mathematics.

**FISCAL IMPACT**

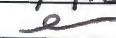
The Alameda Unified School District will reimburse the District for the full salary and driven benefits of Mr. Van Laeken.

**RECOMMENDATION**

Approval by the Board of Education of an agreement with the Alameda Unified School District (AUSD) for the teacher on-loan services of Eric Van Laeken for the period of July 1, 2012 through June 30, 2013.

MEMORANDUM OF UNDERSTANDING BETWEEN

Oakland Unified School District  
And  
Alameda Unified School District

| Legislative File   |   |
|--------------------|---|
| File ID Number:    | 12-2544   |
| Introduction Date: | 10/10/12  |
| Enactment Number:  | 12-2510   |
| Enactment Date:    | 10/10/12  |
| By:                |  |

**Mathematics Coaching Support Program**

This Memorandum of Understanding is entered into by and between the Oakland Unified School District (hereinafter referred to as "OUSD") and Alameda Unified School District (hereinafter referred to as AUSD).

**A. Period of Agreement** The term of this MOU shall be the period of July 1, 2012 through June 30, 2013.

**B. Scope of Work** OUSD will provide the following services for AUSD:

- During the 2012-2013 school year, Eric Van Laeken will serve as a middle school mathematics coach in the Alameda Unified School District (AUSD), with collaboration, support, and technical assistance from the Mathematics Coaching Consortium (MCC).

In his capacity as an AUSD Mathematics Coach, Eric will:

- Serve as a mathematics coach at the middle school level and provide daily coaching support to AUSD middle school teachers
- Participate in the ongoing development and revision of AUSD and MCC standards-based mathematics pacing guides, mathematics best practice lessons hyperlinked to the pacing guides, and benchmark assessments
- Participate in data analysis of the results of AUSD district benchmark assessments, to help teachers transform their instruction and implement the MCC best practices in mathematics
- Participate in the monthly MCC professional development and work as a part of the team of AUSD and MCC mathematics coach



**C. Compensation**

Under the terms of this MOU, AUSD shall pay an amount equal to the salary for the 2012-13 school year of \$86,638.99.

OUSD will invoice AUSD for these services upon receipt of this signed MOU.

**D. Hold Harmless Agreement**

1. OUSD shall indemnify, hold harmless and defend the AUSD and its trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent act(s) or omission(s) of OUSD and/or its employees or agents in their performance of this Memorandum of Understanding.
2. The AUSD shall indemnify, hold harmless and defend OUSD and its trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent act(s) or omission(s) of the AUSD and/or its employees or agents in their performance of this Memorandum of Understanding.
3. In the event of the concurrent negligence of the AUSD, its officers, and/or employees, and OUSD, its officers and/or employees, the liability for any and all claims for injuries which arise out of the performance of this contract shall be apportioned under "California's Theory of Comparative Negligence" as presently established or as may hereafter be modified.

**E. Independent Sub-Contractor**

While engaged in carrying out and complying with the terms and conditions of this Agreement, the OUSD is an independent sub-contractor and not an officer, agent, or employee of AUSD .

**F. Affirmative Action-Nondiscrimination**

AUSD shall provide services and activities under this contract that do not restrict the participation nor otherwise discriminate among participants and staff with regard to their race, color, religion, age, sex, ancestry, or national origin.

**G. Assignment of Sub-Contract**

Neither party shall assign or transfer, by operation or law or otherwise, any or all of their rights, burdens, duties, or obligations, without the prior written consent of the other party.

**H. Amendment-Termination of Contract**

This MOU may be amended or altered on terms and conditions mutually agreed upon by the parties hereto. If either party terminates this agreement before the ending date, AUSD agrees to pay actual costs to date.

**I. Term**

This MOU takes effect upon signature by the authorized representative of each party and shall remain in effect until canceled by either party upon thirty days written notice.

**J. Modifications**

This MOU expresses the entire agreement of the parties and may not be modified or altered except by writing and executed by the authorized representative of the OUSD and AUSD.

In witness whereof, the parties hereto have caused this MOU to be executed by their duly authorized representative as of the day and year first above written.

*Jody London*

Name: Jody London  
Title: President, Board of Education  
Oakland Unified School District  
Authorized Representative

*10/10/12*

Date

*Sean McPhetridge 9/5/12*

Name: Sean McPhetridge  
Title: Assistant Superintendent  
Alameda Unified School District  
Authorized Representative

*Edgar Rakestraw, Jr.*

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

*10/10/12*

Date

| Legislative File   |           |
|--------------------|-----------|
| File ID Number:    | 12-2544   |
| Introduction Date: | 10/10/12  |
| Enactment Number:  | 12-2510   |
| Enactment Date:    | 10/21/12  |
| By:                | <i>EA</i> |

ACKNOWLEDGED AND AGREED:

By: *Eric [Signature]*  
OUSD Teacher/Employee

*9/11/12*

Date

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE  
By: *Marion McWilliams*  
Marion McWilliams Attorney at Law  
Assistant General Counsel