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OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Dr. Gary Yee, Superintendent

**Board Meeting Date** August 28, 2013

**Subject** **MOU BETWEEN THE DISTRICT AND URBAN STRATEGIES COUNCIL**

**Action Requested** **Approval MOU BETWEEN THE DISTRICT AND URBAN STRATEGIES COUNCIL**

**Background**

Under this Agreement, under a grant funded by the New School Venture Fund, Urban Strategies Council will provide staff to support the District's strategic goal of recruiting, developing, and retaining qualified, effective teachers across all District schools. These loaned staff shall be employees of the Urban Strategies Council who shall work under the direct supervision of OUSD employees. The employees assigned to OUSD under the loaned staff program shall be selected as a result of consultation with the supervising OUSD staff on the appropriate personnel to meet the needs of OUSD.

**Discussion**

The first position under this agreement will be an Analytics Specialist in Human Capital who will work closely with Human Resources and Support Services and Quality, Accountability and Analytics. The Analytics Specialist designated by Urban Strategies Council and agreed to by OUSD for this loaned staff arrangement is Roxanne Phen. The term of this MOU is August 1, 2013 through June 30, 2014, provided however, the parties may agree to extend the term annually for two additional fiscal years (July 1, 2014 through June 30, 2015 and July 1, 2015 through June 30, 2016).

**Recommendation** **APPROVAL MOU BETWEEN THE DISTRICT AND URBAN STRATEGIES COUNCIL**

**Fiscal Impact** No Fiscal Impact; Position Funded by New School Venture Fund

**Attachments**

- MOU

**Memorandum of Understanding  
Between  
Urban Strategies Council  
And  
Oakland Unified School District**

**I. BACKGROUND**

The Oakland Unified School District (“OUSD” or the “District”) is in the process of planning and implementing a new human capital strategy that includes the recruitment, development, and retention of qualified, effective teachers to improve academic achievement of students in the District, to help close the achievement gaps among student groupings, and to contribute to staffing full service community schools in a full service community school district.

Since its inception, Urban Strategies Council has advocated for improved academic achievement for students in OUSD, and has participated in a variety of efforts with the district and community to accomplish that goal and to close the achievement gaps experienced by students of different backgrounds. Urban Strategies Council supports the strategic direction established by the District and is committed to supporting OUSD in a variety of ways.

**II. STAFF ON LOAN**

In order to support the District’s strategic goal of recruiting, developing, and retaining qualified, effective teachers across all schools, the Urban Strategies Council will provide one or more staff members as loaned staff to the district to support this effort . These loaned staff shall be employees of the Urban Strategies Council who shall work under the direct supervision of OUSD employees. The employees assigned to OUSD under the loaned staff program shall be selected as a result of consultation with the supervising OUSD staff on the appropriate personnel to meet the needs of OUSD.

The first position under this agreement will be an Analytics Specialist in Human Capital who will work closely with OUSD’s Associate Superintendent of Human Resources and Support Services and OUSD’s department of Quality, Accountability and Analytics. The Analytics Specialist designated by Urban Strategies Council and agreed to by OUSD for this loaned staff arrangement is Roxanne Phen.

**III. TERM**

The term of this agreement is August 1, 2013 through June 30, 2014, provided, however, that sixty days prior to the expiration of this Agreement the parties may agree to extend the Agreement annually for two additional fiscal years (July 1, 2014 through June 30, 2015 and July 1, 2015 through June 30, 2016).

**IV. RESPONSIBILITIES OF URBAN STRATEGIES COUNCIL**

- A. Urban Strategies Council shall be the employer of record for personnel loaned to OUSD under this agreement and shall provide salary and benefits to such loaned employees consistent with the provision of benefits and salary other personnel, including health care insurance, vacation and sick leave and other benefit.
- B. For Roxanne Phen, the Analytics Specialist in Human Capital who shall be the first employee on loan through this agreement, Urban Strategies Council will compensate her with an annual salary not to exceed \$80,000, as well as the Council's standard benefits package, estimated to be approximately thirty percent (30%) of salary. Urban Strategies Council further agrees that the Staff on Loan will meet the District's fingerprinting and TB testing requirements.

#### **V. RESPONSIBILITIES OF URBAN STRATEGIES COUNCIL**

- A. The Staff on Loan shall support the goals, framework, and priorities of the Associate Superintendents for Human Resources and Support Services and for Quality, Accountability and Analytics, specifically as they relate to the recruitment, development, and retention of effective teachers and other staff in OUSD schools and central office departments. The Staff on Loan will confer and work, as needed and appropriate, with other managers and staff within central office departments and schools, and with community partners and families.
- B. In the event that the Associate Superintendent for Human Resources and Support Services determines that the Staff on Loan does not meet the District's needs, the Associate Superintendent shall notify Urban Strategies' CEO, who shall withdraw the loaned staff and, upon request, designate a newly selected and appointed Staff on Loan.
- C. The Oakland Unified School District will provide the Staff on Loan with a workstation, materials, and equipment.
- D. The Oakland Unified School District will conduct performance evaluation of the Staff on Loan in accordance with policies and practices for District staff and shall make available to Urban Strategies Council the written documentation resulting from such performance evaluations.
- E. Loaned staff shall not undertake the direct supervision of OUSD personnel who are members of bargaining units whose work is covered by a collective bargaining agreement with OUSD.

#### **V. RESPONSIBILITIES OF OUSD**

A. OUSD shall provide Urban Strategies Council with such products and reports as may be required by the funders that provide who provide funding for this loaned staff agreement which Urban Strategies Council shall provide upon the assignment of any loaned staff to OUSD.

## **VI. PAYMENT SCHEDULE**

Urban Strategies Council will pay the loaned executive according to its regular payroll schedule. Urban Strategies Council executes payroll every two weeks on Friday.

## **VII. TERMINATION OF AGREEMENT**

Either party may terminate this agreement upon 14 business days' prior written notice to the other party. Upon the receipt of a letter of termination by either party, the Parties shall meet and determine the process and timing for termination activities under this agreement.

## **VIII. JURISDICTION AND DISPUTE RESOLUTION**

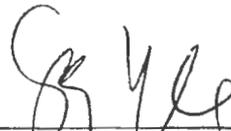
- A. This Agreement shall be deemed to have been executed under the laws of the State of California in the County of Alameda. If any provision of this Agreement shall be deemed invalid or void, the remainder of the Agreement shall remain in effect.
- B. The event that a dispute arises between the Parties regarding the interpretation of this Agreement or performance under it, the aggrieved party shall notify the other party in writing. Within three working days of receipt of written notice regarding a dispute of interpretation or performance, the Parties shall meet by telephone or in person to discuss and resolve the matter in a manner satisfactory to both Parties.
- C. In the event that the meeting described in Section VIII.B does not result in satisfactory resolution of the dispute, the Parties agree to submit such dispute to binding arbitration under the rules of the American Arbitration Association, with each party paying its own costs, including attorneys and filing fees, for such arbitration. The decision of the arbitrator shall be final and enforceable in any court of competent jurisdiction.

## **IX. HOLD HARMLESS**

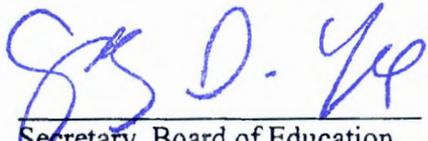
Oakland Unified School District agrees to defend and hold harmless the Urban Strategies Council against any claims, administrative or judicial, that may occur as a result of activities and services rendered per this MOU.

## **AGREED AND ACCEPTED**

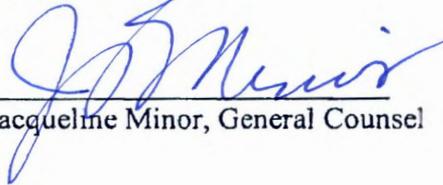
 8/6/13  
Junious Williams, CEO  
Urban Strategies Council  
Date:

  
Gary Yee, Superintendent  
Oakland Unified School District  
Date:

 8/29/13  
President, Board of Education

 8/29/13  
Secretary, Board of Education

Approved As to Form

  
Jacqueline Minor, General Counsel

File ID Number: 13-1856  
Introduction Date: 8-28-13  
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By: