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Enactment Number	19-1794
Enactment Date	12/11/19 os



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools. Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tara Gard, Deputy Chief, Talent Division
Sarah Glasband, Director, Talent Development

Board Meeting Date -----

Subject Memorandum of Understanding with *Alliant International University* regarding the Alliant University Intern Credential Program—tuition costs, application and eligibility requirements for Oakland Unified School District employees, and the communications plan concerning the Program, for the term July 1, 2019 through June 30, 2021, at no cost to the District.

Contractor: Alliant International University

Services For: Tuition discounts and application and eligibility requirements for Oakland Unified School District employees participating in the Alliant University Intern Credential Program, and the communications plan concerning the Program.

Action Requested and Recommendation Approval by the Board of Education of Memorandum of Understanding with *Alliant International University* regarding the Alliant University Intern Credential Program—tuition costs, application and eligibility requirements for Oakland Unified School District employees, and the communications plan concerning the Program, for the term July 1, 2019 through June 30, 2021, at no cost to the District.

Background In cooperation with credential programs within the schools of education at state-approved colleges and universities, the District has maintained the practice of employing and placing university and college students with valid Intern Credentials as full-time classroom teachers, educational therapists, school counselors, school psychologists, and administrators while they pursue course work leading to Preliminary Credentials.

This Memorandum of Understanding with Alliant International University is essentially supplementary to the existing Agreement between the District and the University, commensurate with and dependent upon that Agreement—also referred to as the Master Agreement or Master MOU—which remains effective under its terms for three (3) years, July 1, 2018 through June 30, 2021 (OUSD File No. 18-0883; enacted May 9, 2018, File No. 18-0797). All terms of the Master Agreement apply to and remain in effect regarding this supplementary Agreement.

The Preferred Pricing provisions of this supplementary MOU provide for the following:

Employees/members of OUSD are eligible for a 10% tuition reduction when newly enrolled to Alliant as a full-time student. Current Alliant students are not eligible for Preferred Pricing. Tuition reduction is not retroactive.

Employees/members of OUSD are eligible for a 15% tuition reduction when newly enrolled to Alliant as a full-time student in a California Teaching Credential program or a Master of Arts in Education with a California Teaching Credential program. Current Alliant students are not eligible for Preferred Pricing. Tuition reduction is not retroactive.

A current fully executed MOU must be on file with Alliant for employees/members of OUSD to receive Preferred Pricing. If the MOU is not renewed, employees/members of OUSD are no longer eligible for the tuition reduction.

Application Fee will be waived.

The Communications Plan provisions of this supplementary MOU formalize the District's current practice regarding all internship partnerships with universities and colleges, as follows:

The District will communicate the terms of this supplementary agreement to its employees. Communication will include email announcements, postings on the relevant District internet/website pages, and scheduled informational events.

Since such communications already comply with District practices, concerning all District university and college partners, no preferential treatment is granted to the *University* by this supplementary agreement; it is considered that the provisions of the Communications Plan are essentially in effect by virtue of the Master MOU already enacted (see above, OUSD File No. 18-0797, May 9, 2018).

The *University* and the District expect that the District will employ and place some of the *University's* students, who are already employees of the District

and thereby eligible for the *University Program*, under the terms of this supplementary agreement, as Interns in District schools, clinical sites, or departments in the years covered by this Agreement.

The District's affiliation with the *University* supports efforts to recruit qualified teachers in areas of need.

Overall, it should be noted that the District's partnerships with colleges and universities support District efforts to recruit qualified teachers — those either already enrolled in credential programs, seeking enrollment in credential programs, or considering teaching as a profession.

Discussion

In cooperation with credential programs within the schools of education at state-approved colleges and universities, the District has maintained the practice of employing and placing university and college students with valid Intern Credentials as full-time classroom teachers, educational therapists, school counselors, school psychologists, and administrators while they pursue course work leading to Preliminary Credentials.

This Memorandum of Understanding with Alliant International University is essentially supplementary to the existing Agreement between the District and the University, commensurate with and dependent upon that Agreement—also referred to as the Master Agreement or Master MOU, which remains effective under its terms for three (3) years, July 1, 2018 through June 30, 2021 (OUSD File No. 18-0883; enacted May 9, 2018, File No. 18-0797). All terms of the Master Agreement apply to and remain in effect regarding this supplementary Agreement.

This supplementary agreement provides benefits for District employees seeking admission to *University* internship credential programs. This supplementary agreement does not compel the District to implement programs or incur costs beyond existing programmatic practices and provisions.

Competitively Bid

No competitive bidding process is involved. No determination of cost was necessary. Other than ordinary costs associated with District employment and placement of teachers from any source, there are no additional costs to the District regarding employment, placement, and supervision of Intern Teachers from college, university, or other school of education Intern Credential Programs. *This Memorandum of Understanding with Alliant International University is supplementary to the existing Memorandum of Understanding (OUSD File No. 18-0883; enacted May 9, 2018, File No. 18-0797) given the continuing relationship with AIU regarding the District's Intern Partnership Program; it does not regard any such programs in which other colleges, universities, or schools of education engage with the District.*

Fiscal Impact

Funding of the *Alliant International University* Program is not covered under this Agreement. There will be no fiscal oversight. There is no associated cost to the District (see Background, above).

Attachments

Memorandum of Understanding with *Alliant International University* regarding the Alliant University Intern Credential Program—tuition costs, application and eligibility requirements for Oakland Unified School District employees, and the communications plan concerning the Program, for the term July 1, 2019 through June 30, 2021, at no cost to the District.

Alliant International University Insurance Certification
(covering existing Master Memorandum of Understanding—enacted May 9, 2018, File No. 18-0797—and this supplementary agreement)

District Routing Form

TALENT DIVISION

Employee Retention & Development

Oakland Unified School District
1000 Broadway, Suite 295 • Oakland, CA 94607-4033
Tara Gard, Deputy Chief, Talent Division • 510.879.0202 • tara.gard@ousd.org
Sarah Glasband, Director, Talent Development • 510.517.7414 • sarah.glasband@ousd.org



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

MEMORANDUM of UNDERSTANDING

**Oakland Unified School District
and
Alliant International University Inc.**



This Memorandum of Understanding and Agreement (MOU or Agreement), regarding the Alliant University Intern Credential Program—tuition costs, application and eligibility requirements for Oakland Unified School District employees, and the communications plan concerning the Program—is entered into by and between the OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda and ALLIANT INTERNATIONAL UNIVERSITY, INCORPORATED (University, Alliant or AIU), a California Benefit Corporation, collectively “Parties.”

Teacher Education, K-12 Intern Credential Program Support

Preferred Tuition Pricing — Application & Eligibility Requirements — Communications Plan

Article 1: Terms of Agreement

Term of Agreement — Amendment, Renewal, Termination: The term of this Agreement shall be two (2) years, from July 1, 2019 through June 30, 2021, effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement shall continue in force, provided that either party may terminate this Agreement, with or without cause, at any time, upon thirty (30) days prior written notice to the other party.

This Agreement is considered supplementary to the existing Agreement between the District and the University, commensurate with and dependent upon that Agreement—also referred to as the Master Agreement or Master MOU, which remains effective under its terms for three (3) years, July 1, 2018 through June 30, 2021 (OUSD File No. 18-0883; enacted May 9, 2018, File No. 18-0797). All terms of the Master Agreement apply to and remain in effect regarding this supplementary Agreement.

Article 2: Preferred Pricing

- Employees/members of OUSD are eligible for a 10% tuition reduction* when newly enrolled to Alliant as a full-time student. Current Alliant students are not eligible for Preferred Pricing. Tuition reduction is not retroactive.
- Employees/members of OUSD are eligible for a 15% tuition reduction* when newly enrolled to Alliant as a full-time student in a California Teaching Credential program or a Master of Arts in Education with a California Teaching Credential program. Current Alliant students are not eligible for Preferred Pricing. Tuition reduction is not retroactive.
- A current fully executed MOU must be on file with Alliant for employees/members of OUSD to receive Preferred Pricing. If the MOU is not renewed, employees/members of OUSD are no longer eligible for the tuition reduction.
- Application Fee will be waived.

**Only one Preferred Pricing benefit may be applied to tuition.*

Article 3: Application Requirements

All employees/members of OUSD who apply to Alliant for admission are required to meet all admission, academic, and behavioral standards, as well as any additional requirements detailed for the program.

Article 4: Eligibility Requirements

Preferred Pricing is only available to applicants who are eligible for admission. All applicants are subject to Alliant University's program availability in the country/state where they will be located when they attend their classes. Alliant programs are not available to residents in every state, and eligibility shall be determined by Alliant. Employees/Members of OUSD must submit a completed Application for Preferred Pricing to the Alliant Admissions Department one (1) week prior to the start of class.

Article 5: Communications Plan

OUSD will promote the MOU to its employees/members. This communication includes an email announcement for employees/members and posting on the District's intranet/member benefits page (it may include hyperlinks, tentative schedule for events, et cetera).** Events will be scheduled for employees/members of OUSD and include but are not limited to: one email communication to employees/members per quarter, quarterly information sessions, and/or webinars. Proposed marketing materials from Alliant for employees/members of OUSD will be approved by the District, and the District's proposed use of Alliant's name, logo, academic and Preferred Pricing programs will be approved by Alliant.

***It is the responsibility of OUSD to notify employees/members of OUSD of the current partnership with Alliant.*

Article 6: Notices

All notices, demands, or other communications given under this Agreement shall be in writing and sent to the addresses listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered by personal or overnight mail or facsimile, or effective three (3) days

after mailing if by United States certified mail, return receipt requested. Electronic mail and telephone contact, given that e-mail or voicemail messages are acknowledged as received, are considered acceptable for ordinary communications concerning the daily execution of the terms of this agreement.

UNIVERSITY

Johnna Sangster, MBA
Senior Director
Partnership Development
Alliant International University
10455 Pomerado Road
San Diego, CA 92131
Telephone: 858.635.4633
E-mail: johnna.sangster@alliant.edu

DISTRICT

Tara Gard, Deputy Chief, Talent Division
Oakland Unified School District
1000 Broadway, Suite 295
Oakland, CA 94607-4033
Telephone: 510.879.0202
E-mail: tara.gard@ousd.org

Sara Glasband, Director
Talent Development
Mobile Telephone: 510.517.7414
E-mail: sarah.glasband@ousd.org

William Winston, Management and Operations Consultant
Talent Division / Employee Retention and Development
Mobile Telephone: 510.406.5668
E-mail: william.winston@ousd.org / wwinston@pacbell.net

MEMORANDUM of UNDERSTANDING

Oakland Unified School District and Alliant International University Inc.

This Memorandum of Understanding and Agreement (MOU or Agreement), regarding the Alliant University Intern Credential Program—tuition costs, application and eligibility requirements for Oakland Unified School District employees, and the communications plan concerning the Program—is entered into by and between the OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda and ALLIANT INTERNATIONAL UNIVERSITY, INCORPORATED (University, Alliant or AIU), a California Benefit Corporation, collectively “Parties.”

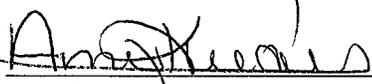
Teacher Education, K-12 Intern Credential Program Support

Preferred Tuition Pricing — Application & Eligibility Requirements — Communications Plan

Term of Agreement — Amendment, Renewal, Termination: The term of this Agreement shall be three (2) years, from July 1, 2019 through June 30, 2021, effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement shall continue in force, provided that either party may terminate this Agreement, with or without cause, at any time, upon thirty (30) days prior written notice to the other party.

This Agreement is considered supplementary to the existing Agreement between the District and the University, commensurate with and dependent upon that Agreement—also referred to as the Master Agreement or Master MOU, which remains effective under its terms for three (3) years, July 1, 2018 through June 30, 2021 (OUSD File No. 18-0883; enacted May 9, 2018, File No. 18-0797). All terms of the Master Agreement apply to and remain in effect regarding this supplementary Agreement

Alliant International University Inc.



Amy Kwiatkowski
COO and Senior Vice President of Operations

Date

9-23-2019

Oakland Unified School District



Aimee Eng, President
Board of Education

Date

12/12/19



Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education

Date

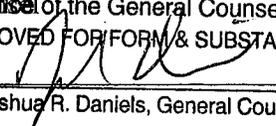
12/12/19

JOSHUA R. DANIELS
General Counsel of the General Counsel

Date

APPROVED FOR FORM & SUBSTANCE

By:


Joshua R. Daniels, General Counsel

10/22/19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036 Attn: NewYork.Certs@marsh.com Fax: 212-948-0500	CONTACT NAME: _____	FAX (A/C, No): _____
	PHONE (A/C, No, Ext): _____	E-MAIL ADDRESS: _____
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Greenwich Insurance Company		22322
INSURER B : XL Insurance America, Inc.		24554
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: NYC-009528126-10 **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDD ISUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		RGG 943702214	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		RAG 943702514 (AOS)	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible: \$ 2,500
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		US00029026LI17A	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	RWD 943502914 (AOS) RWR 943502814 (WI)	07/01/2017 07/01/2017	07/01/2018 07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: All operations regarding provisions of any approved Memorandum of Understanding for Intern Partnership and Practica programs, as described in the MOU, covering University students (credential candidates) as may be placed for internships or practica at school sites or offices of the Oakland Unified School District, in all covered categories outlined in the MOU, and covering University faculty assigned to supervise said candidates.
 Oakland Unified School District is included as additional insured (except workers compensation) where required by written contract.

CERTIFICATE HOLDER Oakland Unified School District 1000 Broadway, Suite 600 Oakland, CA 94607-4033	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Michaela Grasshoff <i>Michaela Grasshoff</i>
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ENDORSEMENT #003

This endorsement, effective on 07-01-2017 at 12:01 A.M. standard time, forms a part of Policy No. RGG9437022-14 of the Greenwich Insurance Company Issued to Bertelsmann, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following provision is added to **SECTION II - WHO IS AN INSURED**

- A. Any entity you are required in a written "Insured Contact" (hereinafter called additional insured) to name as an insured is an insured but only with respect to liability arising out of your premises, "Your Work" for the additional insured, or acts or omissions of the additional insured in connection with the general supervision of "Your Work" to the extent set forth below:
- (1) The limits of insurance provided on behalf of the additional insured are not greater than those required by such contract.
 - (2) The coverage provided to the additional insured(s) is not greater than that customarily provided by the policy forms specified in and required by the contract.
 - (3) All insuring agreements, exclusions and conditions of this policy apply.
 - (4) In no event shall the coverages or limits of insurance in this coverage form be increased by such contract.
- B. Except when required otherwise by "Insured Contract", this insurance does not apply to:
- (1) "Bodily Injury" or "Property Damage" occurring after:
 - (A) All work on the project (other than service, maintenance or repairs) to be performed by or behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (B) That portion of "Your Work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engages in performing operations for a principal as part of the same project.
 - (2) "Bodily Injury" or "Property Damage" arising out of any act or omission of the additional insured(s) or any of their employees, other than the general supervision of work performed for the additional insured(s) by you.

(3) "Property Damage" to:

- (A) Property owned, used or occupied by or rented to the additional insured(s)
- (B) Property in the care, custody, or control of the additional insured(s) or property for which the additional insured(s) is for any purpose exercising physical control; or
- (C) "Your Work" for the additional insured(s).

C. Any coverage provided hereunder shall be excess over any other valid and collectible insured available to the additional insured(s) where primary, excess, or contingent or any other basis unless a contract specifically requires that this insurance be primary, or you request that it apply on a primary basis.

All other terms and conditions remain unchanged.



Authorized Representative



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2019-20

Basic Directions

Services cannot be provided until the MOU is fully approved and a Purchase Order has been issued.

1. Contractor and OUSD Administrator reach agreement about scope of work and compensation.
2. Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding.
3. OUSD Administrator verifies contractor does not appear on the Excluded Parties List.
4. OUSD contract originator creates the requisition on IFAS.
5. Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

Agency Information

Agency Name	Alliant International University		Agency's Contact Person	Johnna Sangster
Street Address	10455 Pomerado Road		Title	Sr. Director Partnership Development
City	San Diego		Telephone	(858) 635-4633
State	CA	Zip Code	92131	Email
OUSD Vendor Number			johnna.sangster@alliant.edu	
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (www.sam.gov/portal/public/Sam/)			

Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	7/1/19	Date work will end	6/30/21	Total Contract Amount	\$ 0.00
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Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
			5825	\$	
			5825	\$	
			5825	\$	
			5825	\$	

OUSD Contract Originator Information

Name of OUSD Contact	Sarah Glasband, Director	Email	sarah.glasband @ousd.org	
Telephone	510-517-7414 (mobile)	Fax		
Site/Dept. Name	TALENT DIVISION Talent Development	Enrollment Grades	K	through 12

Approval and Routing (in order of approval steps)

Services cannot be provided before the MOU is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov>)

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator	Sb		10/2/19
2. Resource Manager			
3. Network Superintendent / Executive Director			
4. Cabinet (SBO, CFO, CSO, Deputy Chief)			
5. Board of Education or Superintendent			
Procurement	Date Received		