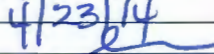


File ID Number	14-0419
Introduction Date	4-23-14
Enactment Number	14-6643
Enactment Date	4/23/14
By	



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

**OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education**

To: Board of Education

From: Gary Yee, Acting Superintendent

Subject: **Approval of Memorandum of Understanding by the District**

**ACTION REQUESTED:**

Approval of Memorandum of Understanding (MOU) by the District pursuant to the terms and conditions thereof, if any.

**BACKGROUND:**

The Alameda County Office of Education (ACOE) secured funding to offer Oakland Unified School District arts teachers the opportunity to participate in its Integrated Learning Specialist Program (ILSP) providing 3 courses in integrated arts instruction.

As an incentive, up to 11 schools would be provided \$1000 each (totaling \$11,000) once the professional development has been completed.

**FISCAL IMPACT:**

The MOU does not require a financial or in kind commitment from OUSD. The ACOE will provide voluntary training through the ILSP series and \$1,000 for each participating school upon successful completion of the ILSP professional development series. Total award will not exceed \$11,000.

**RECOMMENDATION:**

Approval of MOU by the District pursuant to the terms and conditions thereof, if any.

**Attachments**

Memo of Understanding between OUSD and ACOE



ALAMEDA COUNTY OFFICE OF EDUCATION  
SHEILA JORDAN, SUPERINTENDENT  
313 WEST WINTON AVE. • HAYWARD, CA 94544-1136  
www.acoe.org

## MEMORANDUM OF UNDERSTANDING

Between  
ALAMEDA COUNTY OFFICE OF EDUCATION  
&  
OAKLAND UNIFIED SCHOOL DISTRICT

- 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 strengthen and deepen the pedagogy of OUSD Arts Learning Anchor Schools' arts teachers through the ACOE's Integrated Learning Specialist Program (ILSP).
- TERM:** This M.O.U. shall become effective upon the date of execution by both the parties and shall continue until June 30, 2013.

### SCOPE OF SERVICES:

- A. The ACOE shall:
- Assist OUSD to incentivize teachers to participate in high quality arts learning professional development that offers collaborative curriculum design and assessment strategies to teams of art teachers and classroom teachers
  - Provide \$11,000 to OUSD to support eleven participating schools with \$1,000 each to be used at the school's discretion for materials, services, etc. to support the professional learning
  - Waive registration fees for one teaching artist/arts specialist and AT LEAST one other classroom teacher leader from each school to attend Integrated Learning Specialist Program courses in Spring and Summer (Courses A and C)
- B. The OUSD shall:
- Identify eligible schools and select participating schools
  - Distribute the \$1,000 that ACOE is providing as set forth above to be used for materials or services at the school's discretion
  - Ensure that each school will:
    - Identify a leadership team who will bring ILSP strategies back into Arts Learning Anchor School's professional learning community
    - Document their onsite professional learning community as it relates to school site goals for ALAS
    - Present at fall 2013 exhibition of learning on improved arts integration

#### **INSURANCE:**

During the term of this M.O.U., ACOE shall provide to OUSD and OUSD shall provide to ACOE, a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 aggregate and \$1,000,000 per occurrence. ACOE shall also provide OUSD and OUSD shall also provide ACOE, with a written endorsement naming the other party as an additional insured, and such endorsement shall also state "Such insurance as afforded by this policy shall be primary, and any insurance carried by ACOE OR OUSD shall be excess and noncontributory." Any and all insurance coverage may be provided by a (JOINT POWERS AUTHORITY OR OTHER) Self-Insurance program. Coverage shall provide notice to the additional insured of 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.

#### **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.



**NOTICES:**

Any notice required to be given by the terms of this M.O.U. shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To ACOE: Alameda County Office of Education  
 313 West Winton Avenue  
 Hayward, CA 94544

To OUSD: Fillmore Rydeen  
 Oakland Unified School District  
 1025 Second Avenue  
 Oakland, CA 94606-2212  
 PHONE: (510) 879.8200

**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 OUSD have executed this M.O.U. as of the date first above written.

ALAMEDA COUNTY OFFICE OF EDUCATION

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature]  
 (Manager Signature)  
RAY CAGAN  
 Printed Name and Title  
 Date: 7/26-13

[Signature]  
 (Name of Representative)  
Gary Yee, Acting Superintendent  
 Printed Name and Title  
 Date: 7/26/2013

[Signature]  
 David Keshida  
 President, Board of Education  
 (Associate Superintendent Signature)  
 Printed Name and Title

[Signature]  
 Gary Yee, Ed.D.  
 Secretary, Board of Education

Approved as to form:

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the General Counsel

[Signature]  
 Merion McWilliams, Deputy General Counsel

4/24/14  
4/24/14