

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	17-2167
Introduction Date	10/25/17
Enactment Number	17-1566
Enactment Date	10/25/17



# Memo

**To** Board of Education

**From** Kyla Johnson, Superintendent

**Board Meeting Date** October 25, 2017  
*(To be completed by Procurement)*

**Subject** Memorandum of Understanding - Educate 78 (contractor) - Oakland School of Language (site/department)

**Action Requested** Approval by the Board of Education of the Memorandum of Understanding between the District and Educate 78. Services to be primarily provided to Oakland School of Language for the period of September 19, 2017 through July 31, 2018.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.* The purpose of this MOU is to memorialize a donation made by Educate 78 to the District that is intended to support the launch and continued development of the Oakland School of Language (OSOL).

**Discussion**  
*One paragraph summary of the scope of work.* Approval by the Board of Education of a Memorandum of Understanding between District and Educate 78, Oakland, CA, for the latter's donation in the amount of \$65,000.00, to enable OUSD to hire an Oakland School of Language (OSOL) staff member to work at OSOL during the 2017-2018 school year, subject to the clearance of all legal qualifications, for the period of September 19, 2017 through July 31, 2018, at no cost to the District.

**Recommendation** Approval by the Board of Education of a Memorandum of Understanding between the District and Educate 78. Services to be primarily provided to the Oakland School of Language for the period of September 19, 2017 through July 31, 2018.

**Fiscal Impact** Funding resource name (please spell out): Funds will be provided by Educate 78 in an amount not to exceed \$65,000.00. No fiscal impact to the District.

**Attachments**

- Memorandum of Understanding



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into effective as of October 25, 2017 (“Effective Date”) by and between Educate78, a California nonprofit public benefit corporation, on one hand, and on the other hand, the Oakland Unified School District (“OUSD” or “District”). Educate78 and the District are sometimes referred to herein each as a “Party” and together as the “Parties.”

### RECITALS

A. The purpose of this MOU is to memorialize a donation made by Educate78 to the District that is intended to support the launch and continued development of the Oakland School of Language (“OSOL”) in the 2017-2018 school year;

B. To further that purpose, Educate78 wishes to and agrees, subject to the terms and conditions of this MOU, to make the donation described below; and

C. To further that purpose, the District wishes to and agrees, subject to the terms and conditions of this MOU, to accept the donation described below.

NOW THEREFORE, in consideration of the Parties’ mutual covenants and agreements set forth in this Agreement and for good and valuable consideration, Educate78 and the District agree as follows:

### AGREEMENT

#### I. District’s Commitments.

a. OUSD shall hire a OSOL Staff Member to work at OSOL during the 2017-18 school year subject to the clearance of all legal qualifications.

b. The District will fund the Staff Member’s remaining salary and benefits, not otherwise covered by the Educate78 donation, from OSOL’s budget.

c. During the 2017-18 school year, OSOL administrators will participate in the Innovation Zone design group facilitated by Educate78.

d. During the 2017-18 school year, OSOL administrators will participate in the UnboundEd Community of Practice sessions facilitated by Educate78 and UnboundEd.

e. OSOL will respond to Educate78 site visit and aggregate school performance data requests to the extent permissible by state and federal law, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”).

#### II. Educate78 Commitments.

a. Educate78 will make a one-time donation of Sixty Five Thousand (\$65,000)



to the District upon signature of this MOU.

III. Mutual Commitments.

a. Term. This MOU is effective from September 19, 2017 to July 31, 2018. At the end of this Term, Educate78 shall have no obligation or duty to make any further donations to the District pursuant to the terms and conditions of this MOU.

b. Jurisdiction. This MOU shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court or the United States District Court for the Northern District of California shall have jurisdiction over any civil action arising out of or relating to this MOU.

c. Notices. Any notice provided for in this MOU shall be in writing and effective upon receipt at the address set forth below in this section, delivered by any of the following means: personal delivery; certified U.S. mail, return receipt requested; or electronic mail. Either party may change the addresses below by giving notice of such change pursuant to this section.

Educate78

District

Contact: Gloria Lee  
Address: 2323 Broadway, Oakland,  
CA 94612  
E-mail: glee@educate78.org

Contact: Katherine Carter, OSOL  
Address: 1180 70<sup>th</sup> Ave, Oakland,  
CA 94621  
E-mail: katherine.carter@ousd.org

Copy to: Anne Soto  
E-mail: asoto@educate78.org

Copy to: Sara Stone  
E-mail: sara.stone@ousd.org

d. Integration and Modification. This MOU constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This MOU may be amended or modified only in writing, signed by both Parties.

e. Assignment. The rights and obligations of the each Party under this MOU shall not be assigned without the express prior written consent of the other Party.

f. Waiver. No delay or omission by either Party in exercising any right under this MOU shall operate as a waiver of that or any other right provided for in this MOU.

g. No Rights in Third Parties. This MOU does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

h. Counterparts. This MOU and all amendments and modifications to it may be executed in counterparts, and all counterparts together shall be construed as one document.



IN WITNESS WHEREOF, the parties have caused this MOU to be duly executed by an appropriate officer as of the day and year first above written.

**Educate78:**

*Gloria Lee*

Date: 10/3/2017

Gloria Lee, Executive Director

*AGS*

Date: 10/3/2017

Anne Soto, Director

**Oakland Unified School District and Oakland School of Language:**

*Katherine Carter*

Date: 10/5/17

Katherine Carter, OSOL

*Sara Stone*

Date: 10/5/17

Sara Stone, Network Superintendent

*Kyla Johnson-Trammell*

Date: 10/5/17

Kyla Johnson-Trammell, Superintendent

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the General Counsel  
APPROVED FOR FORM & SUBSTANCE

By: *Seth Eckstein*  
Seth Eckstein, Attorney at Law

*James Harris*

James Harris  
President, Board of Education

*Kyla R. Johnson-Trammell*

Kyla R. Johnson-Trammell  
Secretary, Board of Education