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Enactment Date	3-23-11



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To
From

Board of Education

Tony Smith, Ph.D., Superintendent

By: Maria Santos, Deputy Superintendent, Instruction, Leadership &
Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

File ID Number: 10-2844
Introduction Date: 1/3/2011
Enactment Number: 11-2274
Enactment Date: 10/26/11
By: [Signature]

SUBJECT: Memorandum of Understanding with Oakland Alliance of Community Partnerships under the federal Transition to Teach Grant

ACTION REQUESTED

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and Oakland Alliance of Community Partnerships (OACP) for the implementation of the Transition to Teaching grant under the Teach Tomorrow in Oakland program for the term July 1, 2009 through June 30, 2014, in an amount not to exceed \$450,000.00 annually during the five-year term.

SUMMARY

Teach Tomorrow in Oakland (TTO) is a unique partnership between Oakland Mayor Ronald Dellum's office and the Oakland Unified School District, committed to recruiting and retaining outstanding teachers who reflect the ethnic and cultural diversity of our city. TTO uses multi-faceted communication strategies to attract high-quality, prospective teacher candidates who demonstrate persistence and resilience in their approach to working in an urban school setting and are committed to the following: ensuring that all students achieve at high levels; professional development; long-term employment within OUSD, and a long-term commitment to the Oakland community. This Memorandum of Understanding with OACP reflects a commitment to longstanding relationships with community partners who are stakeholders in Oakland's teaching force.

BACKGROUND

The Transition to Teaching program falls under Teach Tomorrow in Oakland's umbrella to provide continuity and cohesion within OUSD's overall recruiting plan towards the creation of a diverse, local, permanent, effective teaching workforce committed to teaching in Oakland for at least five years.

The Transition to Teaching (TTT) program provides a wonderful opportunity to implement OUSD's goal of creating a local, diverse, permanent teacher workforce, a goal that is currently missing from some of our National recruiting partners. Under TTO's umbrella, the Transition to Teaching program is one of the first district-sponsored recruiting initiatives in several years. Beginning with a cohort of 25 teachers and increasing in increments of 5 each year to reach 35 teachers, TTO will place 160 local, permanent teachers by 2014, all of whom reflect the diversity of Oakland's student population and are committed to teaching in any Oakland school for at least five years as a result of resources, support, mentoring and professional development received through the Transition to Teaching program.

While Teach Tomorrow in Oakland has been successful in reaching community members who want to enter the teaching profession, it is important to note that disenfranchised and under-represented groups need additional support to navigate the hurdles associated with preparing to teach. The main hurdles are passing two teaching

teachers, TTO will place **160** local, permanent teachers by 2014, all of whom reflect the diversity of Oakland's student population and are committed to teaching in any Oakland school for at least **five years** as a result of resources, support, mentoring and professional development received through the Transition to Teaching program. .

While Teach Tomorrow in Oakland has been successful in reaching community members who want to enter the teaching profession, it is important to note that disenfranchised and under-represented groups need **additional** support to navigate the hurdles associated with preparing to teach. The main hurdles are passing two teaching tests designed to demonstrate basic skills and subject matter competency: CBEST and CSET, and having the financial resources to pay for the tests, pay for prep courses and pay for credential classes.

Further, TTO/TTT will provide 160+ hours of support for the chosen interns which is critically important at this time in the state budgeting process. Because the intern program is financially unable to support interns with full-time coaches, TTT will hire six retired professionals to support the cohort towards retention and ensuring effective teaching practices towards greater student success.

The work of TTO on-site advisors, teacher coaches, and field staff is strictly collegial, not administrative or to be used in any evaluative capacity. The intent is to support TTO interns in their professional development so that they thrive in the process of learning, work toward their potential, and provide models for other teachers in the future. This strengthens the ability of schools and the District overall to grow teachers from within, to nurture them, and to retain local educators.

STRATEGIC ALIGNMENT

This strategy of employing local, diverse, effective, permanent teachers aligns with major District goals and Federal legislation as evidenced by the five-year Transition to Teaching grant award. For local prospective teachers, the existence of the TTO/TTT program provides a vehicle by which local residents can receive desperately needed support towards becoming an effective educator.

DISCUSSION

The purpose is to recruit, support and retain local, permanent, diverse, effective teachers.

FISCAL IMPACT

There is no fiscal impact on general, non-categorical funds the District receives; all funds are from the Federal Transition to Teach grant (\$250,000 for five years: 2009 – 2014). Oakland Alliance of Community Partnerships, as a vendor for OUSD, will invoice OUSD for test fee reimbursements, tutoring fees, and other expenses related to recruiting and retaining local, diverse teachers under the guidelines of the TTT grant.

RECOMMENDATION

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and Oakland Alliance of Community Partnerships (OACP) for the Transition to Teach grant through Teach Tomorrow in Oakland through July 30, 2014, in an amount not to exceed \$250,000 annually during the five-year term.



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

MEMORANDUM OF UNDERSTANDING

between
OAKLAND UNIFIED SCHOOL DISTRICT,
TEACH TOMORROW IN OAKLAND
and
OAKLAND ALLIANCE OF COMMUNITY PARTNERSHIPS

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the Oakland Unified School District, a public school district in the State of California, hereinafter referred to as "OUSD" or "District," with the Agreement to be managed by the Teach Tomorrow in Oakland Program, hereinafter referred to as "TTO," and the Oakland Alliance of Community Partnerships, hereinafter referred to as "OACP."

A. PURPOSE:

The purpose of this MOU is to develop and expand a framework of cooperation between TTO and the OACP to recruit, retain and support local teachers who reflect the diversity of Oakland's students and will commit to teaching in OUSD in for at least five years. The TTO program, projects and activities comprise part of OACP's mission and serves Oakland's community.

Term of Agreement—Amendment, Renewal, Termination: The term of this Agreement shall be five (5) years, from August 1, 2009 through July 30, 2014, effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed, in whole or in part, 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.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

OACP benefits include an active partnership with TTO to plan, facilitate and support TTO cohort members towards greater retention of local, diverse teachers within OUSD. The benefits for OUSD through this cooperative effort are provided through OACP's bookkeeping services, particularly for those persons who are not yet employees of the Oakland Unified School District. The mutual benefit for both parties is to provide a service to facilitate and support TTO cohort members as outlined in the federal Transition to Teach grant.



C. OAKLAND ALLIANCE OF COMMUNITY PARTNERSHIPS SHALL:

1. Work with TTO to identify opportunities and jointly pursue recruiting opportunities.
2. Invoice Oakland Unified School District for amounts not to exceed two hundred-fifty thousand dollars (\$250,000.00) annually from the Transition to Teaching grant to facilitate payments to identified TTO teachers for retention incentives, tutoring and fee reimbursements.
3. Facilitate payments to CBEST and CSET tutors.
4. Facilitate payments to non-OUSD employees to reimburse CSET and CBEST test fees.
5. Facilitate payments to non-OUSD employees for incentives from the Transition to Teach (TTT) grant.
6. Provide TTO with monthly expenditure and income statements.
7. Review this agreement with TTO at least annually and modify as necessary.
8. Develop a yearly budget to utilize resources generated under the Agreement in accordance with the Transition to Teach program funding guidelines. This budget will focus on adequate support of prospective local, diverse teachers for increased supervision and coaching, additional training, or other professional development and resources.

D. TTO SHALL:

1. Work with OACP to identify appropriate partnership opportunities and jointly pursue such projects.
2. Manage and track reimbursements, test fees and tutors.
3. Manage and track cohort members' incentives from the Transition to Teach (TTT) grant.
4. Reconcile monthly expenditures, income statements and statement of financial positioning.
5. Review this agreement with OACP at least annually and modify as necessary.

E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being implemented.
2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts TTO or OACP from participating in similar activities with other public or private agencies, organizations, and individuals.
3. ALLOCATION OF FUNDS. The annual budget reallocation of funds from TTO's Transition to Teach grant to OACP shall not exceed two hundred-fifty thousand dollars (\$250,000.00) annually. OACP will submit an invoice to TTO according to information and instructions. Invoices will be payable within each fiscal year. Funds allocated to OACP under the terms of this agreement become immediately payable to non-OUSD employees for services indicated in section C.



4. **TERM OF AGREEMENT AND TERMINATION.** The term of this Agreement shall be five (5) years, from August 1, 2009 through July 30, 2014, effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed, in whole or in part, 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.
5. **INSURANCE.** This Agreement acknowledges that the District is permissibly self-insured for all required coverage.

The District shall defend, indemnify and hold OACP, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees, or agents.

OACP shall defend, indemnify and hold the District, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the College, its officers, employees, or agents.

6. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

Teach Tomorrow in Oakland Contact

Lisa Spielman, Manager
New Teacher Support and
Development, OUSD
Tilden Elementary School
4551 Steele Street, Oakland, CA
94619
Phone:
FAX:
E-Mail:
lisa.spielman@ousd.k12.ca.us

***Oakland Alliance of Community
Partnerships Contact***

Dr. Kimberly Mayfield, President
Dr. Wilner Ash, CPA, Treasurer
PO Box 29804
Oakland, CA 94604
Phone: 510.693.0211
FAX:
E-Mail: kmayfieldlynch@gmail.com

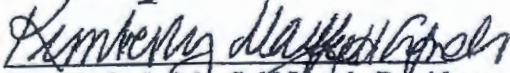
EXECUTION of AGREEMENT

MEMORANDUM of UNDERSTANDING

Oakland Unified School District
Teach Tomorrow in Oakland
and
Oakland Alliance of Community Partnerships

Term of Agreement—Amendment, Renewal, Termination: The term of this Agreement shall be five (5) years, the term of the federal Transition to Teach grant (TTT), from August 1, 2009 through July 30, 2014, effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed, in whole or in part, 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.

Oakland Alliance of Community Partnerships



Dr. Kimberly Mayfield Lynch, President

9-23-2010
Date



Dr. Wilner Ash, CPA, Treasurer

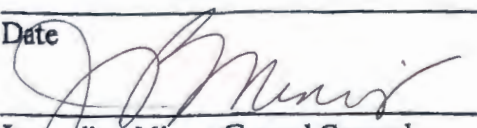
WA 9-23-2010
Date

Oakland Unified School District/TTO


Gary Yee, President
OUSD Board of Education

Date


Ed Rakestraw, Jr., Secretary
OUSD Board of Education

Date

Jacqueline Minor, General Counsel

3/9/11
Date