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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
By: Sondra Aguilera

Board Meeting Date

Subject Memorandum of Understanding – Educate 78 – Acorn Woodland School

Action Requested Ratification of the Memorandum of Understanding between Oakland Unified School District and Educate 78, for July 1, 2017 to June 30, 2018.

Background The purpose of this MOU is to memorialize a donation made by Educate 78 to the district that is intended to help expand the pipeline of well-prepared future school leaders by providing funding for an individual to participate in the New Leaders Aspiring Principal Program in 2017-18 as a principal resident at Acorn Woodland School, with the hope that s/he will assume a leadership role in Oakland for the 2018-2019 school year;

Discussion Ratification by the Board of Education between District and Educate 78 for the latter's donation of \$83,000.00, to enable district to hire a New Leader Resident as either an Assistant Principal or Dean to work at Acorn Woodland School in 2017-2018 school year.

Recommendation Ratification of the Memorandum of Understanding between Oakland Unified School District and Educate 78, for July 1, 2017 to June 30, 2018.

Fiscal Impact No cost to the district.

Attachments Educate 78 Memorandum of Understanding.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into effective as of August 1, 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”) and Acorn Woodland Elementary School (“Acorn”). OUSD and Acorn are collectively referred to herein as the “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 help expand the pipeline of well-prepared future school leaders by providing funding for an individual to participate in the New Leaders Aspiring Principal Program in 2017-18 as a principal resident at Acorn, with the hope that s/he will assume a leadership role in Oakland for the 2018-2019 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 New Leaders Resident (“Resident”) as either an Assistant Principal or Dean to work at Acorn in 2017-18 subject to the clearance of all legal qualifications. The Resident shall sign an offer letter or similar letter of commitment accepting the position as Assistant Principal or Dean.

b. Acorn will define for the Resident a role, responsibilities, and deliverables that are consistent with the duties of an Assistant Principal or Dean and that will allow the Resident to develop their leadership capacity in a way that aligns with the Resident’s individual learning plan.

c. With the Resident’s written consent, Acorn will meet on a quarterly basis with a New Leaders APP Coach to discuss the Resident’s learning goals and their progress on those goals to ensure necessary steps are being taken to achieve those goals.



- d. Acorn will complete weekly check-ins with the Resident to review progress on deliverables and provide coaching to support the Resident's successful execution of deliverables and leadership development.
- e. Acorn will complete monthly check-ins with the Resident to review the Resident's performance toward learning goals and provide explicit coaching to support the Resident's success in achieving those learning goals.
- f. Acorn will participate in Leadership Tree Mentor Principal sessions facilitated by Educate78 and New Leaders every other month (2 hours in the evening) to reflect on and share best practices for new principal mentorship with other principal mentors.
- g. Acorn will complete Educate78/New Leaders mid-year and end-of-year surveys.
- h. The District will fund the Resident's remaining salary and benefits, not otherwise covered by the Educate78 donation, from Acorn's budget.

II. Educate78 Commitments.

- a. Educate78 will make a donation of Eighty-Three Thousand (\$83,000) to the District upon receiving a notice from the District that the Resident was hired. The notice shall include a copy of a signed offer letter or similar written confirmation from the Resident accepting a position as an Assistant Principal or Dean.
- b. Educate78 will facilitate and help set up quarterly meetings between Acorn and a New Leaders APP Coach to discuss the Resident's learning goals and their progress on those goals to ensure necessary steps are being taken to achieve those goals.
- c. Educate78 along with New Leaders, will facilitate Leadership Tree Mentor Principal sessions every other month (2 hours in the evening) to reflect on and share best practices for new principal mentorship with other principal mentors.
- d. Educate78 will provide Acorn with mid-year and end-of-year surveys to complete.

III. Mutual Commitments.

- a. Term. This MOU is effective from August 1, 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: Leroy Gaines, Acorn Woodland Address: 1025 81 st Avenue, Oakland, CA 94621. E-mail: Leroy.gaines@ousd.org
Copy to: Sara Solar E-mail: ssolar@educate78.org	Copy to: Monica Thomas E-mail: monica.thomas@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.

[signatures on following page]



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:

[Signature]

Gloria Lee, Executive Director

Date: 8/16/2017

Sara solar

Sara Solar, Director of Talent

Date: 8/16/2017

Oakland Unified School District and Acorn Elementary School:

Leroy Gaines

Leroy Gaines, Principal Acorn Woodland Elementary School

Date: 8/16/2017

Monica Thomas

Monica Thomas, Network Superintendent

Date: 8/17/2017

[Signature]
Kyla Johnson-Trammell, Superintendent

Date: **AUG 17 2017**

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
BY: *[Signature]*
Sethe G. Kester, Attorney at Law

[Signature]

James Harris
President, Board of Education

[Signature]

Kyla R. Johnson-Trammell
Secretary, Board of Education