

File ID Number	14-0497
Introduction Date	4-23-14
Enactment Number	14-0644
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 the Addendum to the Memorandum of Understanding by the District

ACTION REQUESTED:

Approval of the Addendum to the 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 ⁷11 schools would be provided \$1000 each (totaling \$11,000) once the professional development has been completed.

The terms of the MOU have been extended to June 30, 2014.

FISCAL IMPACT:

No fiscal impact. All financial terms of the original MOU and award remain intact.

RECOMMENDATION:

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

Attachments

Extension letter from ACOE



ALAMEDA COUNTY OFFICE OF EDUCATION
 SHEILA JORDAN, Superintendent
 313 W. Winton Ave. • Hayward, CA 94544-1136
www.acoe.org

**Addendum to the Memorandum of Understanding
 Between
 ALAMEDA COUNTY OFFICE OF EDUCATION
 and
 OAKLAND UNIFIED SCHOOL DISTRICT
 (signed copy attached)**

This Addendum adds and/or amends the following terms and conditions to the above-mentioned Memorandum of Understanding:

- Term: The deadline has been extended to June of 2014.
- Section A(2): Provide \$7,000 to OUSD to support seven participating schools with \$1,000 each to be used at the school's discretion for materials, services, etc., to support the professional learning.

All other provisions of the original MOU shall remain in full force and effect.

ALAMEDA COUNTY OFFICE OF EDUCATION

OAKLAND UNIFIED SCHOOL DISTRICT

By:

 Authorized Representative Signature

Ray Cagan - Coordinator, Arts Learning Program
 Authorized Representative Name and Title

Date: 2-21-14

 David Kakishiba
 President, Board of Education

 Gary Yee, Ed.D.
 Secretary, Board of Education



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

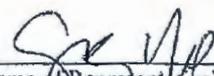


(Manager Signature)

RAY CAGAN

Printed Name and Title

Date: 7-26-13



(Name of Representative)
Gary Lee, Acting Superintendent

Printed Name and Title

Date: 7/26/2013

(Associate Superintendent Signature)

Printed Name and Title

Date: _____

Approved as to form:

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel



Marion McWilliams, Deputy General Counsel



THE FACE OF THIS WARRANT HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER.

Alameda County Office of Education

PAYABLE AT
UNION BANK
702-GOVERNMENT SERVICES
ALAMEDA COUNTY
350 CALIFORNIA STREET
SAN FRANCISCO, CA 94104
11-48/1210

88-50306869

REQUISITION & WARRANT NO.

ALAMEDA COUNTY SCHOOLS BILL WARRANT
VOID SIX MONTHS FROM DATE OF ISSUE

ISSUE DATE	DISTRICT WARRANT NO.	AMOUNT
08/02/2013	50306869	\$*****7,000.00

SEVEN THOUSAND AND ZERO/100 DOLLARS*****

The Treasurer Will Pay To OAKLAND UNIFIED SCHOOL DIST
314 E. 10th Street
Oakland, CA 94606

Examined and Approved:
SHEILA JORDAN, County Superintendent of Schools

Examined and Allowed:
PATRICK O'CONNELL, County Auditor-Controller

⑈8850306869⑈ ⑆122000496⑆ 2740031123⑈

FOR SECURITY, THIS DOCUMENT CONTAINS A WATERMARK ON THE BACK.

PostngDate:20130827
Account:2740031123
Amount: 7000.00
Serial:8850306869
DIN:13475175
TransRout:122000496
TranCode:0
ItemViewID:0000000000CD9D671
setID:
rowID:21871

X ENDORSE HERE

PAY TO THE ORDER OF
COUNTY TREASURER
OF ALAMEDA COUNTY
OAKLAND, CALIFORNIA
DO NOT WRITE OR REPOSIT IN THIS LINE
OAKLAND PUBLIC SCHOOLS
OAKLAND UNIFIED SCHOOL DISTRICT

03 0002 807 08/27/13 00964
PERMIT 77665 08/27/13

PostngDate:20130827
Account:2740031123
Amount: 7000.00
Serial:8850306869
DIN:13475175
TransRout:122000496
TranCode:0
ItemViewID:0000000000CD9D671
setID:
rowID:21871