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**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Wesley Jacques, Executive Director, Academics and Instructional Innovation Dept.  
Fillmore Rydeen, Director, Visual and Performing Arts Department

**Board Meeting Date** January 27, 2021

**Subject** Memorandum of Understanding  
Contractor: County of Alameda, Office of Education  
Services For: Visual and Performing Arts Department (VAPA)

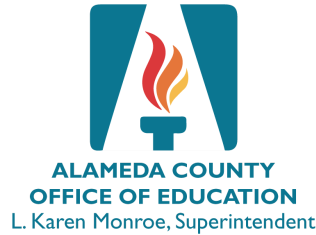
**Action Requested and Recommendation** Approval by the Board of Education of a Memorandum of Understanding between the County of Alameda, Office of Education, Hayward, CA, for the latter to provide funding to cover the cost of the OUSD Visual and Performing Arts Design Team strategies as outlined in the grant proposal to increase and enhance arts learning in OUSD. OUSD will hold monthly meetings of the Design Team; bi-monthly convening of OUSD VAPA Teachers to build community and share practice; monthly meeting of community based arts organizations and OUSD VAPA team members through participation of students, families, and district administration; professional learning, full-day retreat, and reporting, for the period of January 27, 2021 through June 30, 2021, in an amount not to exceed \$30,000.00.

**Background** The OUSD Visual and Performing Arts department seeks to further its planning for professional learning, regularly convene of the City of Oakland Arts Partners, and the expand the visual and performing arts leadership team.

**Competitively Bid** Was this contract competitively bid? No.  
If no, exception: Agreement less than the \$95,200.00 threshold.

**Fiscal Impact** Funding resource(s): ACOE District Design Team Strategy Funding Program in the amount of \$30,000.00.

**Attachments** • Memorandum of Understanding



## MEMORANDUM OF UNDERSTANDING

**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 launch the Arts Learning District Design Team strategy to increase/enhance arts learning in the district.

**TERM:** This M.O.U. shall become effective upon the date of execution by both the parties and shall continue until June 30, 2021.

### SCOPE OF SERVICES:

- A. The ACOE shall provide funding to cover the cost of the District Design Team strategies listed below and the oversight necessary to ensure M.O.U deliverables are met.
- B. The OUSD shall perform the following services (outlined in their application Scope of Work table) :
- OUSD will hold monthly meetings of the Design Team
  - ARTS Connect: Bi-monthly convening of OUSD VAPA Teachers to build community and share practice.
  - Enhance Oakland Unified Arts Partners (Monthly meeting of community based arts organizations and OUSD VAPA team members) through participation of students, families, and district admin.
  - Arts Incentive Grants (AIG): District funding through Measure G supports arts programming and partnerships at Title 1 OUSD public schools.
  - “Buy Back” Day Professional Development: Offer workshop about engaging ELLs through the arts.
  - Expand the Professional Learning Advisory Committee (PLACe).
    - January 2021: PLACe meets to advise on the content of the January Buy Back Day Professional Development and ongoing 2nd Wednesday PD for Visual Arts and Performing Arts Networks.
    - April 2021: PLACe meets to reflect on the year as well as begin drafting the initial scope and sequence for OUSD New Core Arts K-8 Learning.

- o June 2020: Full-day retreat with members of the District Arts Learning Design Team to further develop a draft of scope and sequence for OUSD New Core Arts K-8 Learning.
- Notify the ACOE Arts Learning Program Manager of Design Team meetings and allow access to the ACOE Manager to visit during one or more meetings.
- Complete reporting and invoicing as required by the ACOE:
  - o Interim Narrative Report due February 19, 2021.
  - o Interim Budget Report due February 5, 2021.
  - o Final Narrative Report due June 25, 2021 to include
    - Progress on District Design Team plan;
    - Relevant data;
    - Identify successes and challenges; and,
    - Any updates/modifications to the plan.
  - o Final Budget Report Due: June 25, 2021
  - o Invoicing no later than June 30, 2021

## **INSURANCE:**

During the term of this MOU, ACOE and OUSD, including any/all subcontractors, shall maintain insurance policies evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 aggregate and \$1,000,000 per occurrence, including applicable property damage, workers' compensation, auto insurance coverage, or other applicable coverages. Any and all insurance coverage may be provided by a (JOINT POWERS AUTHORITY OR OTHER) Self-Insurance Program. 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.

#### **COMPENSATION:**

In exchange for the support and services to be provided by OUSD under the terms and conditions of this Agreement, ACOE shall pay OUSD the amount not to exceed \$30,000.00. OUSD shall invoice ACOE at minimum, biannually for cost incurred.

#### **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.

#### **NON-DISCRIMINATION:**

No person shall be subjected to discrimination on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code in any program or activity conducted by an educational institution that receives, or benefits from, state financial assistance or enrolls pupils who receive state student financial aid.

#### **NOTICES:**

All notices, and amendments (except Notice of Termination), required by this Agreement shall be made in writing and sent e-mail. For the purposes of the Agreement the addresses of the parties are as follows:

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

**To OUSD**                   **Oakland Unified School District**  
**1000 Broadway Suite 440**  
**Oakland, CA 94607**

**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

\_\_\_\_\_  
L. Karen Monroe  
Superintendent of Schools  
Alameda County Office of Education

  
\_\_\_\_\_  
Shanthi Gonzales  
Title: President, Board of Education  
Oakland Unified School District

\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
**Name:** Kyla Johnson-Trammell  
**Title:** Secretary, Board of Education  
Printed Name

Date: \_\_\_\_\_

Date: 1/28/2021

Approved as to form by OUSD Staff Attorney  
Joanna Powell on 12/6/2020.

