

File ID Number	21-0850
Introduction Date	4/28/21
Enactment Number	21-0671
Enactment Date	4/28/2021
By	OS



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

**OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education**

April 28, 2021

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer  
Matin Abdel-qawi, High School Network Superintendent

Subject: Amendment No. 1 - Memorandum of Understanding - Alameda County Probation Department - High School Network

**ACTION REQUESTED:**

Approval by the Board of Education of Amendment No. 1 to the Memorandum of Understanding (MOU) between District and Alameda County Probation Department, a division of the County of Alameda, with the district accepting a \$390,000 grant, for support of the implementation of a Cross-Age Mentoring Program (CAMP), a school-based mentoring program through which high school students provide one-on-one mentoring to middle school students, as described in the MOU, for pupils at Oakland High School, Westlake Middle School and Roosevelt Middle School, for the term June 1, 2019, through September 30, 2021, pursuant to the terms and conditions thereof, if any.

**BACKGROUND:**

Grant agreement for OUSD schools for the 2020-2021 fiscal year was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
21-0850	Yes	Grant	Oakland Unified School District, Oakland High School, Westlake Middle School, and Roosevelt Middle School.	To implement a cross-age, school-based peer mentoring program (CAMP) serving 80 at-risk youth through which high school students provide one-on-one mentoring to middle school students. The program is designed to foster high school students' leadership and academic connectedness, while simultaneously promoting middle school mentee's self-esteem and academic achievement.	June 1, 2019 - September 30, 2021	Alameda County Probation Department	\$390,000.00

**DISCUSSION:**

The District created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student achievement
- Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and a completed grant application for the program listed in the chart by the school.

**FISCAL IMPACT:**

The total amount of grants will be provided to OUSD schools from the funders.

- Grants valued at: \$390,000.00

**RECOMMENDATION:**

Approval by the Board of Education of Amendment No. 1 to the MOU for the Cross Age Mentoring Program for Oakland High School, Westlake Middle School and Roosevelt Middle School for the term June 1, 2019 through September 30, 2021.

**ATTACHMENTS:**

Grant Face Sheet

Grant Award Letter

[List any supporting documentation attached, in order]

Copy of Check [(if applicable) add check number]

# OUSD Grants Management Face Sheet

<b>Title of Grant:</b> Cross-Age Mentoring Program (CAMP)	<b>Funding Cycle Dates:</b> June 1, 2019 - September 30, 2021
<b>Grant's Fiscal Agent:</b> <small>(contact's name, address, phone number, email address)</small> Matin Abdel-qawi, High School Network Superintendent Oakland Unified School District High School Office 1000 Broadway, Suite 440 Oakland, CA 94607	<b>Grant Amount for Full Funding Cycle:</b>  \$390,000.00
<b>Funding Agency:</b> Alameda County Probation Department P.O. Box 2050 1111 Jackson St. Oakland, CA 94604-2069 ( 510) 268-7050	<b>Grant Focus:</b> To implement a cross-age, school-based peer mentoring program (CAMP) serving 80 at-risk youth through which high school students provide one-on-one mentoring to middle school students. The program is designed to foster high school students' leadership and academic connectedness, while simultaneously promoting middle school mentee's self-esteem and academic achievement.
<b>List all School(s) or Department(s) to be Served:</b> Oakland High School, Westlake Middle School and Roosevelt Middle School	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	The District and the Alameda County Probation Department are collaborating to launch the Cross-Age Mentoring Program (CAMP), a school-based mentoring program through which high school students provide one-on-one mentoring to middle school students, as described in the MOU, for pupils at Oakland High School, Westlake Middle School and Roosevelt Middle School. The grant is expected to improve the attendance, academic performance and behavior of the 80 middle and high school students who participate in the program.
How will this grant be evaluated for impact upon student achievement?  (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.56% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	Grantee shall be monitored and evaluated by the Alameda County Probation Department in terms of its effectiveness.
Does the grant require any resources from the school(s) or district? If so, describe.	No
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?  (If yes, include the district's indirect rate of 5.56% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No

Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Matin Abdel-qawi Oakland Unified School District High School Office 1000 Broadway, Suite 440 Oakland, CA 94607 <a href="mailto:Matin.Abdel-qawi@ousd.org">Matin.Abdel-qawi@ousd.org</a>
---	--

---

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal/Administrator	Matin Abdel-qawi	<i>Matin Abdel-qawi</i>	3/10/21
Chief Academic Officer	Sondra Aguilera	<i>Sondra Aguilera</i>	3/30/2021

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Senior Business Officer	Lisa Grant-Dawson		
Superintendent	Kyla Johnson-Trammell		

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**OAKLAND UNIFIED**  
**SCHOOL DISTRICT**  
**AND THE**  
**ALAMEDA COUNTY PROBATION DEPARTMENT**

This First Amendment (this "First Amendment") to the Memorandum of Understanding signed and dated October 8, 2019 (OUSD Enactment No. 19-1306) ("MOU") is made as of, May 26, 2020 (the "Amendment Date"), by the Oakland Unified School District ("DISTRICT") and the Alameda County Probation Department ("PROBATION"), collectively, the "Parties."

**RECITALS:**

WHEREAS, the Parties wish to amend the MOU to allow for an additional clause to be added to the scope of work; and

WHEREAS, the Parties desire to extend the Program for an additional year, until September 30, 2021.

NOW THEREFORE, the Parties agree as follows:

1. The foregoing recitals are hereby incorporated in this First Amendment and made a part thereof by this reference.

2. All terms used in this First Amendment, but not defined herein, shall have the meaning given such terms in the MOU.

3. Section III of the MOU (MOU TERM) is removed in its entirety and replaced with the following:

This MOU will commence on June 1, 2019 and end on September 30, 2021. The term may be extended with the written consent of both parties.

4. Section V of the MOU (Responsibilities) is amended to add the phrase "and 2020-2021 school year" to the end of the first sentence.

5. Section V of the MOU (Responsibilities) is amended to add the following paragraph below the first bullet point ("Hire consultant to develop curriculum for CAMP"):

The DISTRICT shall acquire all right, title and interest in the CAMP Curriculum from consultant, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT (specifically excluding any underlying pre-existing intellectual property), including, without limitation, the drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents

prepared by consultant in connection with CAMP Curriculum.

The PARTIES understand and agree that the CAMP Curriculum produced by consultant, the DISTRICT, and/or PROBATION pursuant to this MOU shall become the joint property of DISTRICT and PROBATION. To the extent the DISTRICT owns the right, title, and interest in the CAMP Curriculum, it hereby assigns such right, title, and interest in the CAMP Curriculum to PROBATION for such joint property ownership. To the extent PROBATION owns the right, title, and interest in the CAMP Curriculum, PROBATION hereby assigns such right, title, and interest in the CAMP Curriculum to the DISTRICT for such joint property ownership. The PARTIES shall take such further steps as may be reasonably necessary implement the aforesaid assignments.

The DISTRICT shall defend, indemnify and hold PROBATION harmless from any claim brought against PROBATION for infringement of copyright, trademark, or patent with respect to the CAMP Curriculum.

6. Section V of the MOU (Responsibilities) is amended to add the phrase "and September 30, 2021" to the end of the final bullet.

7. Except as expressly amended by this First Amendment, all other terms, conditions, and provisions of the MOU are hereby ratified and confirmed and shall continue in full force and affect. In the event of a conflict between this First Amendment and the MOU, the provisions of this First Amendment shall control.

[Signatures appear on the following page.]

[Signature page to the First Amendment to the Memorandum of Understanding]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to the Memorandum of Understanding to be executed by their duly authorized representatives as of the Amendment.

OAKLAND UNIFIED SCHOOL DISTRICT

ALAMEDA COUNTY PROBATION  
DEPARTMENT

Date: Shanthy

Date: 5/24/2017

— Shanthi Gonzales, President,  
Board of Education

—

By: Kyla Johnson-Trammell

By: Wendy Still

— Kyla Johnson-Trammell, Ed.D.  
Superintendent

— Wendy Still, MAS  
Chief Probation Officer

File ID Number	19-1378
Introduction Date	8/14/19
Enactment Number	19-1279
Enactment Date	8/14/19 If
By	



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

**OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education**

June 3, 2019

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent

Subject: **MOU – Alameda County Probation Department – High School Network**

**ACTION REQUESTED:**

Approval by the Board of Education of a Memorandum of Understanding (MOU) between District and Alameda County Probation Department, a division of the County of Alameda, with District accepting a \$390,000.00 grant, for support of the implementation of a Cross-Age Mentoring Program (CAMP), a school-based mentoring program through which high school students provide one-on-one mentoring to middle school students, as described in the MOU, for pupils at Oakland High School, Westlake Middle School and Roosevelt Middle School, for the term June 1, 2019 through September 30, 2020, pursuant to the terms and conditions thereof, if any.

**BACKGROUND:**

Grant proposals for OUSD schools for the 2019-2020 fiscal year were submitted for funding as indicated in the chart below. The Grant Face Sheet and Grant Award Notification attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
19-1378	x	Grant	Oakland Unified School District – Oakland High School, Westlake Middle School and Roosevelt Middle School	For support of the implementation of a cross age, school-based peer mentoring program serving 80 at-risk youth through which high school students provide one-on-one mentoring to middle school students	06/1/2019 thru 09/30/2020	Alameda County Probation Department	\$390,000.00

**DISCUSSION**

The District created a Grant Face Sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student achievement
- Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and completed grant application for the program listed in the chart by the school.

**FISCAL IMPACT:**

The total amount of grant will be provided to OUSD schools from the funder.

- Grants valued at: \$390,000.00

**RECOMMENDATION:**

Approval by the Board of Education of the MOU for the Cross Age Mentoring Program for Oakland High School, Westlake Middle School and Roosevelt Middle School for the term June 1, 2019 through September 30, 2020.

**Attachments:**

Grant Agreement Notification  
Grant Face Sheet

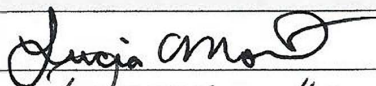
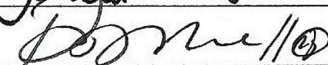


OUSD Grants Management Face Sheet

<b>Title of Grant:</b> Cross-Age Mentoring Program	<b>Funding Cycle Dates:</b> June 1, 2019 – September 30, 2020
<b>Grant's Fiscal Agent:</b> Lucia Moritz Oakland Unified School District High School Office 1000 Broadway, Suite 440 Oakland, CA 94607	<b>Grant Amount for Full Funding Cycle:</b> \$390,000.00
<b>Funding Agency:</b> Alameda County Probation Department P.O. Box 2050 1111 Jackson St. Oakland, CA 94604-2069 (510)268-7050	<b>Grant Focus:</b> To implement a cross age, school-based peer mentoring program serving 80 at-risk youth through which high school students provide one-on-one mentoring to middle school students. The program is designed to foster high school students' leadership and academic connectedness, while simultaneously promoting middle school mentee's self-esteem and academic achievement.
<b>List all School(s) or Department(s) to be Served:</b> Oakland High School, Westlake Middle School and Roosevelt Middle School	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	The grant is expected to improve the attendance, academic performance and behavior of the 80 middle and high school students who participate in the program.
How will this grant be evaluated for impact upon student achievement?	Grantee shall be monitored and evaluated by the Alameda County Probation Department in terms of its effectiveness.
Does the grant require any resources from the school(s) or district? If so, describe.	No
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?	No
Will the proposed program take students out of the classroom for any portion of the school day?	No
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Lucia Moritz High School Network 1000 Broadway, Suite 440 (510) 879-8838 Email: lucia.moritz@ousd.org

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
High School Network Deputy Superintendent	Lucia Moritz		6/4/19
Department Head (e.g. for school day programs or for extended day and student support activities)	Preston Thomas		6/4/19

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Fiscal Officer			
Superintendent	Kyla Johnson-Trammell		



**WENDY STILL, MAS**  
Chief Probation Officer

## **ALAMEDA COUNTY PROBATION DEPARTMENT**

P.O. Box 2059  
1111 Jackson Street  
Oakland, CA 94604-2059

June 4, 2019

Superintendent Kyla Johnson-Trammell  
Oakland Unified School District  
1000 Broadway, Suite 680  
Oakland, CA 94607

RE: Grant Agreement for Cross-Age Mentoring Program

Dear Superintendent Johnson-Trammell:

On May 21, 2019, the Alameda County Board of Supervisors provided approval for the Alameda County Probation Department (ACPD) to enter into a memorandum of understanding (MOU) with OUSD to fund the Cross-Age Mentoring Program at Oakland High School, Westlake Middle School, and Roosevelt Middle School. As approved by the Board of Supervisors, ACPD will provide funding in the amount of \$390,000 to OUSD through an MOU to cover all costs associated with program development and implementation. Payment will be made upon execution of the MOU in August 2019.

We are very excited to support this important program, which we expect to reduce suspensions and youth entry into the juvenile justice system.

Sincerely,

A handwritten signature in blue ink, appearing to read "Wendy Still".

Wendy Still, MAS  
Chief Probation Officer

Read and acknowledged on behalf of the Oakland Unified School District:

A handwritten signature in blue ink, appearing to read "Kyle Johnson Trammell".  
\_\_\_\_\_  
Superintendent Kyle Johnson Trammell

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

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Alameda County Probation Department and Oakland Unified School District**  
**For**  
**Cross-Age Mentoring Program**

This is a Memorandum of Understanding (MOU) by and between the Alameda County Probation Department, a division of the County of Alameda (“County”), hereinafter referred to as “PROBATION,” and the Oakland Unified School District, hereinafter referred to as “DISTRICT,” who mutually agree to the following:

**I. BACKGROUND**

PROBATION is a member of the Youth Ventures Joint Powers Authority (JPA), a partnership of public agencies that are committed to improving outcomes for youth and families in Oakland. To achieve this goal, the JPA has convened groups of public and private stakeholders to advance collaborative policies and programs in five priority areas: health, wealth, education, housing, and safety. The Chief Probation Officer serves as chair of the safety group, known as the Safety Impact Table. The mission of the Safety Impact Table is to identify citywide approaches to reducing violence and incarceration that result from increased collaboration across agencies and organizations, reallocation of public funding, and changes in public policy and procedure. Initiatives of the Safety Impact Table may include activities related to prevention, intervention, or reentry.

As part of its work, the Safety Impact Table has formed a working group in partnership with the Education Impact Table called the Alternatives to Suspension Working Group. The goal of this group is to identify and implement effective strategies for reducing suspensions in DISTRICT schools. The working group reviewed national best practices in suspension reduction and identified the Cross-Age Mentoring Program (CAMP), a school-based peer mentoring program through which high school students provide one-on-one mentoring to middle school students. The program is designed to foster high school students’ leadership and collaboration skills, interest in serving their communities, and academic connectedness while simultaneously promoting middle school mentees’ self-esteem, academic achievement, and connectedness to school, family, and the future. Prior evaluations of the model have demonstrated increases in attendance, academic performance, and behavior at school among program participants.

The Alternatives to Suspension Working Group will implement CAMP during the 2019-2020 school year in 3 DISTRICT schools. Forty (40) students will be recruited from Oakland High School to be mentors; forty (40) mentees will be enrolled from Westlake Middle School and Roosevelt Middle School. Students will be identified for participation in the program based on several indicators of disengagement from school, including total number of F grades, disciplinary actions, and absences during the 2018-2019 school year. High school mentors will be enrolled in a class that will comprise one of their 8 periods and will receive a stipend of up to \$1,000 for their participation. High school mentors who successfully complete the program will also receive a free Chromebook to support

continued educational interest and achievement. From August through December 2019, high school mentors will receive classroom instruction related to leadership and mentoring skills. In January 2020, high school mentors will be matched with their middle school mentees and meet weekly for 1.5 hours. The program will involve excursions and service projects that are designed to expand youths' view of the world and expectations of self. Two program managers will be hired to lead the program; each will manage all mentoring activities between 20 high school students and one middle school.

## **II. PURPOSE**

The purpose of this MOU is to clarify the agreement between PROBATION and DISTRICT concerning disbursement of funds to implement CAMP during the 2019-2020 school year at Oakland High School, Westlake Middle School, and Roosevelt Middle School. This MOU also clarifies District reporting requirements regarding student outcomes.

## **III. MOU TERM**

This MOU will commence on June 1, 2019 and end on September 30, 2020. The term may be extended with the written consent of both parties.

## **IV. PAYMENT**

The compensation payable to DISTRICT hereunder shall not exceed *three hundred ninety thousand dollars (\$390,000)* for the term of this MOU. All payments shall be made upon issuance of an invoice by DISTRICT. PROBATION shall pay approved invoices within 45 days of receipt.

## **V. RESPONSIBILITIES:**

DISTRICT will implement the CAMP at Oakland High School, Westlake Middle School, and Roosevelt Middle School during the 2019-2020 school year. As part of implementation, DISTRICT will, to the extent permitted by applicable law:

- Hire consultant to develop curriculum for CAMP
- Hire two (2) staff members to provide oversight and instruction for CAMP
- Train two (2) staff members in CAMP curriculum delivery
- Oversee two (2) staff members who provide oversight and instruction for CAMP
- Identify and enroll eligible students from Oakland High School in CAMP class
- Identify eligible students from Westlake Middle School and Roosevelt Middle School
- Arrange mentoring logistics, including transportation of Oakland High School students to Westlake and Roosevelt Middle Schools for mentoring sessions

DISTRICT will also collect data pertaining to student outcomes and report data to PROBATION. As part of data collection and reporting, DISTRICT will, to the extent

feasible:

- Identify and contract with a reputable research partner to evaluate CAMP
- Provide research partner with access to student records (attendance, grades, disciplinary record, etc.) as needed to evaluate CAMP, to the extent permitted by law, including but not limited to, the Family Educational Rights and Privacy Act ("FERPA," 20 U.S.C. § 1232g; 3 CFR Part 99), and the California Education Code.
- Provide research partner with access to students to complete surveys or other assessments as needed to evaluate CAMP, to the extent permitted and in compliance with all applicable state and federal laws and regulations
- Submit final report regarding CAMP evaluation to PROBATION by September 30, 2020

## **VI. MODIFICATION**

This MOU may be modified at any time upon written mutual agreement, executed by both Parties.

## **VII. TERMINATION**

This MOU may be terminated without cause by either party by giving thirty (30) calendar days' advance written notice to the other party. Such notification shall state the effective date of termination or cancellation. DISTRICT shall be compensated for unpaid services provided up to the final termination date.

## **VI. RELATIONSHIP OF THE PARTIES**

No relationship of employer and employee is created by this MOU; it being understood and agreed that DISTRICT is an independent district. DISTRICT is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by DISTRICT nor for any obligations or liabilities incurred by DISTRICT.

DISTRICT shall have no claim under this MOU or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

DISTRICT shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold

County harmless from any and all liability which County may incur because of DISTRICT's failure to pay such amounts.

In carrying out the work contemplated herein, DISTRICT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees shall not be treated or considered in any way as officers, agents and/or employees of County.

DISTRICT does, by this MOU, agree to perform its said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law DISTRICT is an employee for purposes of income tax withholding, County may, upon two weeks' notice to DISTRICT, withhold from payments to DISTRICT hereunder federal and state income taxes and pay said sums to the federal and state governments.

## **VII. INDEMNIFICATION**

To the fullest extent permitted by law, DISTRICT shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this MOU, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this MOU (collectively "Liabilities") except to the extent that such Liabilities are caused by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving DISTRICT of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that DISTRICT or any employee, agent, or subcontractor of DISTRICT providing services under this MOU is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, DISTRICT shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of DISTRICT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

## VIII. NOTICES

All notices, requests, demands, or other communications under this MOU shall be in writing. Notices shall be given for all purposes as follows:

**Personal delivery:** When personally delivered to the recipient, notices are effective upon delivery.

**First-Class Mail:** When mailed first-class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

**Certified Mail:** When mailed certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.

**Overnight Delivery:** When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective upon delivery, if delivery is confirmed by the delivery service.

**Telex or facsimile transmission:** When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that: (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery; or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA  
1111 Jackson Street  
Oakland, CA 94607  
Attn: Wendy Still, MAS

To District: OAKLAND UNIFIED SCHOOL DISTRICT  
  
Oakland, CA 94609  
Attn: Kyla Johnson-Trammell

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.



Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this MOU.

## **IX. INSURANCE AND BOND**

DISTRICT shall at all times during the term of the MOU with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of DISTRICT's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this MOU. DISTRICT's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. DISTRICT's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

## **X. CONFORMITY WITH LAW AND SAFETY:**

- a. In performing services under this MOU, DISTRICT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. DISTRICT shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of DISTRICT's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with DISTRICT's performance of this MOU, DISTRICT shall immediately notify the Alameda County Risk Manager's Office by telephone. DISTRICT shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this MOU. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of DISTRICT's sub-district, if any; (3) name and address of DISTRICT's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.

- ## **XI.**
- DISTRICT further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.



## **XII. AUDITS; ACCESS TO RECORDS**

DISTRICT shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the DISTRICT.

DISTRICT shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by DISTRICT in the performance of this MOU. If such books and records are not kept and maintained by DISTRICT within the County of Alameda, California, DISTRICT shall, upon request of the County, make such books and records available to the County for inspection at a location within County or DISTRICT shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting DISTRICT's books and records, including, but not limited to, travel, lodging and subsistence costs. DISTRICT shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three- (3) year period following termination of this MOU or completion of all work hereunder, as evidenced in writing by the County, and DISTRICT shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and DISTRICT with respect to this MOU are closed, whichever is later.

## **XIII. WAIVER**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this MOU shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

## **XIV. TIME OF ESSENCE**

Time is of the essence in respect to all provisions of this MOU that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this MOU.

## **XV. SEVERABILITY**

If a court of competent jurisdiction holds in a final judgment any provision of this MOU to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected,

unless an essential purpose of this MOU would be defeated by the loss of the illegal, unenforceable, or invalid provision.

**XVI. ENTIRE AGREEMENT**

This MOU, including all attachments, exhibits, and any other documents specifically incorporated into this MOU, shall constitute the entire agreement between County and District relating to the subject matter of this MOU. As used herein, MOU refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This MOU supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The MOU may not be modified except by a written document signed by both parties.

**XVII. EFFECTIVE DATE AND SIGNATURE**

This MOU shall be effective upon the signature of PROBATION and DISTRICT authorized officials. PROBATION and DISTRICT indicate agreement with this MOU by their signatures. By signing this MOU, signatory warrants and represents that he/she executed this MOU in his/her authorized capacity and that by his/her signature on this MOU, he/she or the entity upon behalf of which he/she acted, executed this MOU.

IN WITNESS WHEREOF, the Parties have executed this MOU by their duly authorized officers.

OAKLAND UNIFIED SCHOOL DISTRICT

ALAMEDA COUNTY PROBATION  
DEPARTMENT

Date: Aimee Eng 8/15/19  
Aimee Eng  
President, Board of Education

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

By: Kyla Johnson-Trammell 8/15/19  
Kyla Johnson-Trammell, Ed.D.  
Superintendent

By: \_\_\_\_\_  
Wendy Still, MAS  
Chief Probation Officer

APPROVED AS TO FORM

Date: July 24, 2019

By: Kelly M. Rem  
OUSD Legal Counsel