

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	13-0405
Introduction Date	3-27-13
Enactment Number	13-0496
Enactment Date	3/27/13 <i>SL</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent  
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action *M. Santos*  
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date  
(To be completed by  
Procurement)

3/27/13

Subject Memorandum of Understanding - Planned Parenthood Mar Monte (contractor) - 922/ Health and Wellness - Family, School, and Community Partnerships Department (site/department)

## Action Requested

Approval of Memorandum of Understanding between Oakland Unified School District and Planned Parenthood Mar Monte. Services to be primarily provided to the Health and Wellness Unit of the Family, School, and Community Partnerships (FSCP) Department for the period of January 30, 2013 through June 30, 2013.

## Background

*A one paragraph explanation of why the consultant's services are needed.*

Planned Parenthood Mar Monte will be providing services primarily to elementary schools in OUSD. Puberty education is recommended for fifth grade students according to the Health Education Content Standards for California public schools. Currently OUSD does not have the staffing resources to adequately provide all students with the age-appropriate puberty education lessons. Planned Parenthood Mar Monte has the resources and capacity to provide students with requisite puberty education. Lessons that are to be delivered were developed in alignment with Health Education Content Standards for California public schools for fifth grade.

## Discussion

*One paragraph summary of the scope of work.*

Approval by the Board of Education of a Memorandum of Understanding between the District and Planned Parenthood Mar Monte, Oakland, CA, for the latter to provide medically accurate and age appropriate Puberty Education presentations to fifth grade elementary school students, materials for the use of engaging both students and parents, information nights to parent/guardians to answer questions and an overview of the lessons to be delivered; the Health and Wellness Unit will oversee implementation of this program for the period of January 30, 2013 through June 30, 2013, at no cost to District.

## Recommendation

Approval of Memorandum of Understanding between Oakland Unified School District and Planned Parenthood Mar Monte. Services to be primarily provided to the Health and Wellness Unit of the Family, School, and Community Partnerships Department for the period of January 30, 2013 through June 30, 2013.

## Fiscal Impact

Funding resource name (please spell out): No Fiscal Impact

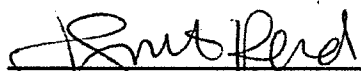
## Attachments

- Memorandum of Understanding
- Certificate of Insurance
- Scope of Work
- Statement of qualifications


**Oakland Unified School District agrees to:**

- Complete necessary parental notification procedures for students participating in the Puberty Education program.
- Provide assistance to Planned Parenthood Mar Monte for coordination and scheduling of Puberty Education presentations and Parent/Guardian Information Nights.

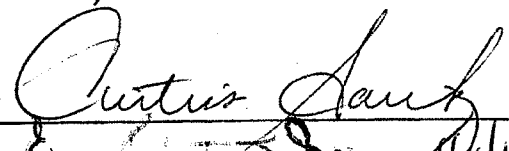
**Signed and Dated:**

  
\_\_\_\_\_  
Julie Smith-Reid, Director of Education Services  
Planned Parenthood Mar Monte

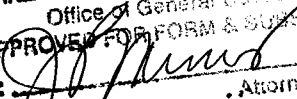
2/12/13  
Date

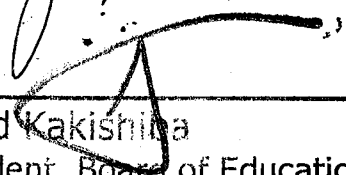
  
\_\_\_\_\_  
Oakland Unified School District

2/15/13  
Date

  
\_\_\_\_\_  
Edgar Rakestraw, Jr., Secretary  
Board of Education

2/26/2013

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE  
By:  Attorney at Law

  
\_\_\_\_\_  
David Kakishina  
President, Board of Education

4/11/13



## Memorandum of Understanding

**This agreement is between Planned Parenthood Mar Monte (PPMM or "Contractor") and Oakland Unified School District (OUSD).**

The purpose of this Memorandum of Understanding is to define roles and to agree on the services the parties will provide for puberty education classroom presentations in the Oakland Unified School District from January 2013 – June 2013.

### **PPMM agrees to:**

- Provide medically accurate and age appropriate Puberty Education presentations to 4<sup>th</sup> & 5<sup>th</sup> grade elementary school students of Oakland Unified School District.
- Provide medically accurate and age appropriate Puberty Education materials for the use of engaging students and parents of Oakland Unified School District.
- Provide Parent/Guardian Information Night(s) to parents/guardians of students at Oakland Unified School District.
- Coordinate scheduling for two Puberty Education classroom presentations and Parent/Guardian Information Nights for selected elementary schools in the Oakland Unified School district. Classroom presentations will be delivered by trained health educators from Planned Parenthood.
- Adhere to the following staff requirements:
  - a. Proof of negative tuberculosis testing by PPD skin test within last 4 years. Any PPMM employee who has a positive PPD skin test will be required to provide OUSD with evidence of a negative chest x-ray report taken within the past one (1) year.
  - b. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of California Education Code section 45125.1 apply to PPMM's services under this agreement. PPMM certifies its compliance with these provisions as follows: "PPMM certifies that employees have complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all employees, regardless of whether those employees are paid or unpaid, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that no employee has been convicted of a felony, as that term is defined in California Education Code section 45122.1. PPMM further certifies that it has received and reviewed fingerprint results for each of its employees and has requested and reviewed subsequent arrest records for all employees who may come into contact with OUSD pupils through the provision of services, under this Agreement."



### Memorandum of Understanding

**This agreement is between Planned Parenthood Mar Monte (PPMM or "Contractor") and Oakland Unified School District (OUSD).**

The purpose of this Memorandum of Understanding is to define roles and to agree on the services the parties will provide for puberty education classroom presentations in the Oakland Unified School District from January 2013 – June 2013.

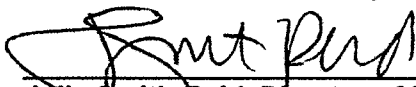
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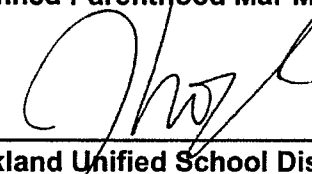
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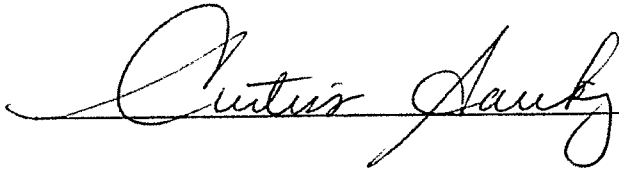
**Signed and Dated:**

  
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Julie Smith-Reid, Director of Education Services  
Planned Parenthood Mar Monte

2/6/13  
Date

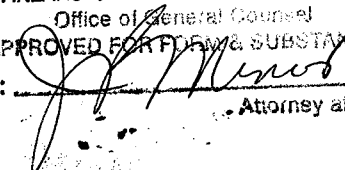
  
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Oakland Unified School District

2/10/13  
Date

  
\_\_\_\_\_

2/26/2013  
Date

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE

By:   
\_\_\_\_\_  
Attorney at Law



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/27/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:		<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> PLANNED PARENTHOOD MAR MONTE AN AFFILIATE OF PLANNED PARENTHOOD FEDERATION OF AMERICA, INC. 1691 THE ALAMEDA SAN JOSE, CA 95126	<b>INSURER A:</b> Markel Insurance Company		38970
	<b>INSURER B:</b> Markel American Insurance Co.		28932
	<b>INSURER C:</b> N/A		N/A
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-006546268-03                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>			3C40797	01/01/2013	01/01/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> SIR: \$100,000						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/> OCCUR		CUNJ283613	01/01/2013	01/01/2014	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> <b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
OAKLAND UNIFIED SCHOOL DISTRICT IS INCLUDED AS ADDITIONAL INSURED AS THEIR INTERESTS MAY APPEAR.

### CERTIFICATE HOLDER

OAKLAND UNIFIED SCHOOL DISTRICT  
ATTN: JOANNA LOCKE, DIRECTOR OF HEALTH & WELLNESS  
746 GRAND AVENUE  
OAKLAND, CA 94610

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.  
Ricki Fitzsimmons *Ricki Fitzsimmons*



## **Who We Are**

Planned Parenthood Mar Monte improves and transforms the lives of over 250,000 women, men and children every year in 29 counties throughout mid-California and 13 counties in Northern Nevada. We reach people through our medical services, education programs and advocacy initiatives.

With 32 health center locations and 12 community sites, we provide a range of reproductive and general health services including birth control, pregnancy testing and options counseling, STD testing and treatment, HIV testing, breast and cervical cancer screening, abortion, prenatal care, pediatrics and adult primary health care.

Our engaging education programs feature classroom and community presentations, one-to-one outreach, peer education, family communication classes, and supportive youth development programs for at-risk male and female teens and pregnant/parenting teen girls to help them plan positive futures.


We proudly advocate for reproductive freedom to ensure that the voices of the pro-choice majority are heard at every level, from city halls to the halls of Congress.

We are here to serve you, inform you and involve you. Welcome to PPMM!

## Search Results

**Current Search Terms: planned\* parenthood\* Mar\* Monte\***

Your search for "Planned\* Parenthood\* Mar\* Monte\*" returned the following results...

Entity	<b>PLANNED PARENTHOOD MAR MONTE, INC.</b>	Status: <b>Active</b> 
DUNS: <b>077170694</b>	CAGE Code: <b>5YD69</b>	<a href="#">View Details</a>
Has Active Exclusion?: <b>No</b>	DoDAAC:	

SAM | System for Award Management 1.0

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**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

