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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Andrea Bustamante, Executive Director, Community Schools and Student Services Dept.
Ali Metzler, Coordinator, Community School Leadership

Board Meeting Date January 9, 2019

Subject Memorandum of Understanding
Contractor: Regents of the University of California
Services For: Community Partnerships, Community Schools and Student Services Dept.

Action Requested and Recommendation Approval by the Board of Education of the Memorandum of Understanding between the District and Regents of the University of California, Berkeley, CA, for the latter to provide a reading mentoring program where Cal students work as reading mentors after school; mentors are matched one-to-one with elementary school students who would benefit from individualized reading support, and the pairs read together for 30-40 minute sessions twice a week for the entire semester or academic year, at Emerson, Martin Luther King Jr., Lafayette, Sankofa, Think College Now, and International Community School Elementary Schools for the period of August 27, 2018 through August 27, 2021, at no cost to the District.

Background
(Why do we need these services? Why have you selected this vendor?)

By working one-to-one, mentors are able to support youth both in developing core literacy skills and in developing their confidence and love of reading. All mentors are trained in a balanced literacy approach through a daylong orientation and three trainings a semester. They learn strategies to support accuracy, fluency, and reading comprehension. Mentors focus on reading books that are of direct interest to individual students and help students find connections between the books and their own personal experiences. Since all mentors are current college students, they also share about college with the youth and help them envision what they might want to learn about in college one day.

Competitively Bid Was this contract competitively bid? No
If no, exception: No fees to OUSD for services; In-kind partnership.

Fiscal Impact Funding resource(s): No Fiscal Impact

Attachments

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

MEMORANDUM OF UNDERSTANDING, NO COST TO OAKLAND UNIFIED SCHOOL DISTRICT

I. Parties

The purpose of this Memorandum of Understanding (“MOU”) is to establish a relationship between Oakland Unified School District (“OUSD”) and The Regents of the University of California on behalf of its UC Berkeley Public Service Center’s BUILD program (hereinafter referred to as Contractor).

WHEREAS, the CONTRACTOR’s services or program described in this MOU will be provided at no cost to OUSD (or students or parents unless otherwise agreed upon by both parties); and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said program(s) selected in Section II of the MOU.

II. Site Name(s)

Unless otherwise further agreed to in writing by the parties, the School Sites governed by this MOU are the following (attach separate document if more space is needed):

Emerson Elementary, Martin Luther King Elementary, Lafayette Elementary, Sankofa Elementary, Think College Now, International Community School

III. CONTRACTOR Responsibilities/Scope of Services

A. Provide a description of the services that your program(s) will be providing to OUSD. Please be specific by answering all of the following questions.

1. A detailed description of the type of services your program(s) will provide to OUSD (reference Exhibit A: Scope of Work)
2. A description of your organization and relevant experience (reference Exhibit B: Statement of Qualifications)
3. Please disclose all costs to parents or students (if applicable). If no such costs, leave blank or write “N/A.”

N/A

4. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- X Ensure a high quality instructional core
- X Develop social, emotional and physical health
- X Create equitable opportunities for learning
- X High quality and effective instruction
- X Prepare students for success in college and careers
- X Safe, healthy and supportive schools
- X Accountable for quality
- X Full service community schools district

B. Ensure that all CONTRACTOR personnel, including subcontractors, will comply with any policy and systems in place at OUSD and School(s). This includes, but is not limited to the following:

1. **Drug and Smoke Free**—No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs at these School(s).
2. **Anti-Discrimination**—It is the policy of OUSD that in connection with CONTRACTOR’s services under this MOU there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, age, or other legally protected class. Therefore, the CONTRACTOR agrees to comply with all applicable Federal and California laws.
3. **Conflict of Interest**—CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alert OUSD in writing if and when a potential conflict arises.
4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe all District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records. A separate Data Sharing Agreement is required if CONTRACTOR seeks identifiable student information.

C. **Tuberculosis Screening:** CONTRACTOR is required to screen employees and agents who will be present at OUSD sites during the current school year. CONTRACTOR affirms that each person has current proof of negative TB testing on file and TB results are monitored. Please see **Section IV** for the relevant documentation that is required.

D. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR’s services under this MOU. CONTRACTOR certifies its compliance with these provisions as follows:

CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with

OUSD pupils in the course of providing services pursuant to the MOU, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1.

CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this MOU. [Please see **Section IV** for the relevant documentation that is required.]

In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any CONTRACTOR related person, employee, representative or agent from any OUSD school; site; and/or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

E. Insurance

1. **General Liability:** ***EITHER*** (a) CONTRACTOR will provide evidence of self-insurance that names OUSD as an additional insured, for operations, students, volunteers, and personnel at location where CONTRACTOR provides programs/services with at least \$1 Million in coverage, and furnish certificate of said insurance to OUSD ***OR*** (b) CONTRACTOR is not required to maintain general liability insurance under this MOU if the OUSD Risk Management Officer signs a waiver of insurance. Please see **Section IV** for the relevant documentation that is required.

2. **Workers' Compensation:** If CONTRACTOR employs any person to perform work in connection with this MOU, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and federal laws, when applicable. The CONTRACTORS' Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Please see **Section IV** for the relevant documentation that is required. Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

F. **Communication**—CONTRACTOR agrees to communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the CONTRACTOR'S services are aligned with the School(s) and OUSD's mission and objectives and are adequately meeting student's needs. At the request of School(s) or OUSD staff, CONTRACTOR shall provide reasonable data and information to students participating in the CONTRACTOR's program.

G. **Confidentiality**—CONTRACTOR shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of OUSD. CONTRACTOR will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so

long as there is no information from which the identity of any student in the CONTRACTOR's program as a participant could be made.

- H. **Register With/Update Provider Database**—In order to maintain accurate up-to-date information on the services provided, Contractor shall register in OUSD's provider database, update schools of operation prior to commencing services during subsequent school years, and update during the current school year when Contractor's schools of operation change.

IV. Required Documents

CONTRACTOR CANNOT commence the services agreed to in this MOU until it has submitted the following documents:

A. TB and Fingerprinting Clearance

Contractor (Individual):

- Submit clearance letter from authorized agency verifying individual has been Fingerprinted/Criminal Background Checked for this current fiscal year. Additionally, please provide documentation from health care provider showing negative TB status of individual within the last four years.

Contractor (Agency):

- Attach clearance letter from Agency/Community-Based Organization/Non-Profit Organization on agency letterhead verifying all personnel, including subcontractors, have been Fingerprinted/Criminal Background Checked and have TB clearance for this current fiscal year and signed by authorized personnel.

B. Insurance

Contractor (Individual/Agency):

- Please attach documentation of either proof of insurance, or a waiver signed by the Risk Management Officer. The additional insured address must read: Oakland Unified School District, Attention: Risk Management, 1000 Broadway Suite 440, Oakland, CA 94607. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

V. Responsibilities of Oakland Unified School District

- A. **Space**—Provide a suitable classroom or space at the participating School(s), to be agreed upon by School(s) and the CONTRACTOR.
- B. **Janitorial Service**—Provide necessary services to maintain this space, which may include janitorial services, maintenance, utilities, and technology support.

VI. Duration

This MOU is for the 08/27/2018 -- 08/27/2021 period.
[Insert mm/dd/year] [Insert mm/dd/year]

VII. Termination

Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This MOU may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

VIII. Defense/Indemnity/Hold Harmless

OUSD shall defend, indemnify and hold the CONTRACTOR, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of OUSD, its officers, employees, or agents.

The CONTRACTOR shall defend, indemnify and hold OUSD its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the CONTRACTOR, its officers, employees, or agents.

IX. 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.

X. 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.

DISTRICT

Contact: Marion McWilliams
Title: General Counsel
Address: Office of the General Counsel
1000 Broadway, Suite 680
Oakland, CA 94607
Phone: 510-879-8535
Fax: 510-879-4046
Email: marion.mcwilliams@ousd.org

CONTRACTOR

Contact: Carrie Donovan
Title: K-14 Programs Manager
Address: Public Service Center
2465 Bancroft Way, Suite 218
Berkeley, CA 94720-4500
Phone: 510-642-5753
E-mail: carriedonovan@berkeley.edu

OUSD Sponsoring School/Department: Community Schools and Student Services

XI. Liability

Other than as provided in this Agreement, each Party's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall either Party be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not

limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.

XII. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. Intellectual Property

During the term of this MOU, any works created by or inventions of Contractor, his agents or employees, within the scope of the work contracted herein shall belong to the District together with all associated copy rights and patents. Contractor shall not publish any aspect of the work performed hereunder without prior written consent of the District.

XIX. Relationship of Parties

This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security

and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

XX. Signature Authority

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

XXI. Incorporation of Recitals and Exhibits

The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.

XXII. Public Document

This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

Amie Long 1/10/2019
 President, Board of Education Date (mm/dd/year)
 Superintendent
 Chief or Deputy Chief

Michele Huff 7/24/2018
Contractor Signature Date (mm/dd/year)

[Signature] 1/10/2019
Secretary, Board of Education Date (mm/dd/year)

Michele Huff, Associate Director, Business Contracts
Print Name, Title

Form approved by OUSD General Counsel for 2017-18
FY

UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORMAL EXECUTION
[Signature]
Andrea Epps, Attorney at Law

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>

EXHIBIT "A" SCOPE OF WORK

Description of Services to be Provided and Specific Expected Outcomes: Highlight each program that you provide to OUSD. Attach a separate document if more space is needed.

BUILD (Berkeley United in Literacy Development) is a reading mentoring program run by the Public Service Center at the University of California, Berkeley. Through BUILD, Cal students work as reading mentors after school at each of our partner school sites. The mentors are matched one-to-one with elementary school students who would benefit from individualized reading support, and the pairs read together for 30-40 minute sessions twice a week for the entire semester or academic year.

By working one-to-one, mentors are able to support youth both in developing core literacy skills and also in developing their confidence and love of reading. All mentors are trained in a balanced literacy approach through a day-long orientation and three trainings a semester. They learn strategies to support accuracy, fluency, and reading comprehension. Mentors focus on reading books that are of direct interest to individual students and help students find connections between the books and their own personal experiences. Since all mentors are current college students, they also share about college with the youth and help them envision what they might want to learn about in college one day.

Most BUILD mentors are paid through Work Study, which is part of students' financial aid. In this way, the program is designed to ensure regular attendance while simultaneously supporting college students with high financial need. The majority of BUILD mentors are first-generation college students who are eager to support other students in finding their academic path.

EXHIBIT “B” STATEMENT OF QUALIFICATIONS

Description of Organization and Relevant Experience: For individual consultants, a résumé will suffice. Attach a separate document if more space is needed.

The Public Service Center at the University of California, Berkeley connects Berkeley faculty, community partners, and alumni with student leaders — through jobs, internships, and courses that support a more just and equitable world. The Center also works with faculty and graduate students to integrate community-based learning into teaching and research. Through the Center, students, faculty, and communities work together to promote transformative social change and grow our next generation of civic leaders.

The Center was founded in 1967 as the Community Projects Office by a coalition of student service groups, and was known as “Cal Corps” until 2013. The PSC has grown at a remarkable rate and now supports nearly 200 student leaders and more than 5,000 students who partner with 250 community-based organizations each year. The Center builds student leadership skills, helps students find their passion and purpose, enhances the capacity of our community partners, and lifts up the public service mission of the University. For the past 50 years our organization has served as the heart of civic engagement and the public service voice at Berkeley.

The Public Service Center has run the BUILD program for close to 20 years and has a strong track record of successful collaboration with public elementary schools. BUILD has been partnering with OUSD schools for about 15 years.

NO: 1819 - 018 GL

This certificate is issued to:

UNIVERSITY OF CALIFORNIA
OFFICE OF RISK SERVICES
2130 CENTER STREET SUITE 200
BERKELEY, CA 94720-4208
(510) 642-5141

OAKLAND UNIFIED SCHOOL DISTRICT
1000 BROADWAY, SUITE 440
OAKLAND, CA 94607

UNIVERSITY OF CALIFORNIA CERTIFICATE OF SELF-INSURANCE

This is to certify that the University of California is self-insured for the following coverages:

Type of Coverage	Self-insured Limits
I. GENERAL LIABILITY:	
Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Other	
General Aggregate (Bodily Injury and Property Damage)	\$1,000,000

II. AUTOMOBILE LIABILITY:

Vehicles Owned, Non-Owned or Hired (each occurrence)

III. SPECIAL TERMS AND CONDITIONS:

1. OAKLAND UNIFIED SCHOOL DISTRICT, its officers, agents, and employees are hereby named as additional insureds, but only in connection with the Memorandum of Understanding between the University of California, Berkeley's Public Service Center and OAKLAND UNIFIED SCHOOL DISTRICT to provide the BUILD reading mentoring program and any necessary incidental purposes from August 27, 2018 through August 27, 2021.

This provision shall apply to claims, costs, injuries, or damages but only in proportion to and to the extent such claims, costs, injuries, or damages are caused by or result from the negligent acts or omissions of The Regents of the University of California, its officers, agents, or employees.

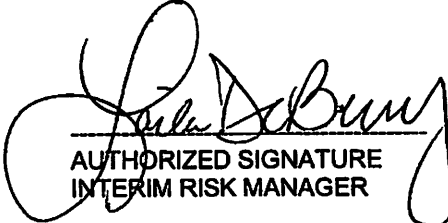
2. The insurance evidenced herein follows the provisions of the Bylaws and Standing Orders of The Regents of the University of California and self-insurance programs as administered by the University of California, Office of the President, Office of Risk Services, which do not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions than required under such Bylaws and Standing Orders shall invalidate this certificate.

3. This certificate shall be considered void unless the Memorandum of Understanding, attached hereto and hereby made part of this certificate, has been accepted by the insured.

Should any of the above described programs of self-insurance be materially modified or cancelled before the expiration date shown below, the Regents of the University of California will give advance written notice to the named certificate holder.

DATE ISSUED: 7/25/2018

CERTIFICATE EXPIRES: 08/27/2021


AUTHORIZED SIGNATURE
INTERIM RISK MANAGER

SAM Search Results
List of records matching your search for :

Search Term : university* of california* berkeley* public* service* center*
Record Status: Active

No Search Results