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Memo

To Board of Education

From Gary Yee, Ed.D., Acting Superintendent
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action *M. Santos*
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting

Date ~~June 25, 2014~~ 8-13-14

(To be completed by
Procurement)

Subject Memorandum of Agreement - Eastbay Athletics - (contractor) - Summer Learning Program - 922/Family, School, and Community Partnerships Department (site/department)

Action Requested Approval of a Memorandum of Agreement between the Oakland Unified School District and Eastbay Athletics, Oakland, CA, to be primarily provided via the Family, School, and Community Partnerships Department for the period of July 23, 2014 through August 1, 2014.

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

OUSD's 21st Century Community Learning Center grants for elementary and middle school sites include Supplemental Funding to support summer learning programs, operated in partnership between schools and community organizations. In order to fulfill the grant requirements, OUSD is contracting with existing after school lead agency partners to provide enhanced and increased summer services at schools that will operate Title 1 funded morning academic programs. Eastbay Athletics will provide an additional 3 hours of afternoon enrichment so students can participate in a full day, 6 hour program.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Agreement between the District and Eastbay Athletics, Oakland, CA, for the latter to work in partnership with the regular summer school program to expand and enhance summer enrichment and support services for students; work collaboratively with the summer school to provide afternoon enrichment, physical activity, and support services, enabling students to participate in a full 6-hour, daily summer learning program at Claremont Middle School for the period of July 23, 2014 through August 1, 2014, at no cost to the District.

Recommendation Approval of a Memorandum of Agreement between Oakland Unified School District and Eastbay Athletics. Contractual services to be provided by the Family, School, and Community Partnerships Department for the period of July 23, 2014 through August 1, 2014.

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

Attachments Memorandum of Agreement
Certificate of Insurance

**MEMORANDUM OF AGREEMENT BETWEEN A NON-PROFIT ORGANIZATION
AND 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 _____
_____ Eastbay Athletics _____ [CONTRACTOR—name of your organization].

WHEREAS, the CONTRACTOR's services or program described in this MOU will be provided at no cost to OUSD, the students, or the parents; and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said services/program on school(s), site(s) ("Schools") selected in Section II of the MOU.

II. Program Sites

Unless otherwise agreed to in writing by the parties, the School(s) governed by this agreement are the following:

1. _Claremont Middle School_____
2. _____
3. _____
4. _____
5. _____

III. CONTRACTOR Responsibilities/Scope of Services

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

1. A brief description of the type of services your program generally provides.

2. The relevant experience of the CONTRACTOR personnel that will be providing the services:

Lena Zentgraf has served as head counselor for the past 6 years at Camp Wahoo in Virginia and worked as garden and nutrition coordinator at Claremont Middle School for 2014-2014. She also has years of experience coaching middle school and high school level athletes from various backgrounds. Other staff include Cal Berkeley strength and conditioning coach Brian Rutherford and Stephen Rutherford history teacher for over 25 years in Berkeley Schools.

3. The relevant experience of the CONTRACTOR personnel that will be providing the services: _____
- _____

4. Please check **all** of the expectations or goals below that are in agreement with your program's services.

- X Ensure a high quality instructional core
- X Develop student's social health/skills
- X Develop student's emotional health
- X Develop student's physical health
- X Develop student's cognitive and academic skills
- X Create equitable opportunities for learning
- X Ensure, maintain, or support high quality and effective instruction
Prepare students for success in college and careers
- X Help ensure, create, and/or sustain safe, healthy and supportive schools
- X Create accountability for quality
- X Help create full service community schools in OUSD
- X Increase, raise graduation rates
- X Other: Teach hands on practical skills, team work, and self reliance.
All marked with an x and highlighted red are important components of our program.

- 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 on these School(s).
2. **Anti-Discrimination**—It is the policy of OUSD that in connection with CONTRACTOR's services in 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, or age. Therefore, the CONTRACTOR agrees to comply with 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 does arise.
 4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe 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.
- C. **Required Documents**—Ensure that all CONTRACTOR personnel who will be on OUSD premises have been: (a) fingerprinted; (b) submitted to a criminal background check via Livescan or a similar service as required by the Education Code, and (c) taken a tuberculosis test. Please see **Section IV** for the relevant documentation that is required.
- D. **Insurance**—Provide evidence of general liability insurance that names OUSD as an additional insured, for operation students, volunteers, and personnel at location where CONTRACTOR provides programs/services with at least \$1M in coverage, and furnish certificate of said insurance to OUSD.

OR

1. **Waiver**—CONTRACTOR is not required to maintain insurance under this agreement if the Risk Management Officer signs a waiver of insurance. You may contact the Risk Management Officer at 510.879.1612. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- E. **Communication**—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, provide reasonable data and information to students participating in the CONTRACTOR's program.
- F. **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.

IV. Required Documents

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

A. Contractor (Individual):

- X Completion of Pre-Consultant Screening Process—Attach a letter from Human Resources showing completion of Pre-Consultant Screening for this current fiscal year. This process will include a check of all of the following:
 - o Fingerprinting—Attach documentation
 - o Criminal Background Check—Attach documentation
 - o Tuberculosis Clearance—Documentation from health care provider showing negative TB status within the last four years.

Contractor (Agency):

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

B. Contractor:

Insurance—see Section **III(D)** for specifications. Please attach documentation of either proof of insurance, or a waiver signed by the Risk Management Officer.

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, including janitorial services, maintenance, utilities, and technology support.

C. **Data**—Ensure that CONTRACTOR has reasonable access to student assessment and evaluation data necessary to inform instruction and periodically review student progress and to provide the study.

1. For the purpose of cohort determination, for instructional purposes, or for academic research purposes, at the sole discretion of OUSD, provide CONTRACTOR access to student assessment data for all students at School(s) including, but not limited to, California Standards Test (CST) scores and site-based assessments. Students identified may be protected by the use of ID numbers.
2. Provide CONTRACTOR with any other student information reasonably necessary to provide its services consistent with the CONTRACTOR's program and to evaluate the impact of its program on students at School(s).

VI. Duration

This MOU is for the July 23, 2014 -- August 1, 2014 school year..


VII. Termination

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

VIII. Hold Harmless/Indemnity

Each party to this MOU agrees to indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.

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

By:  Dated: 5/29/14 (MM/DD/YYYY)
Sponsoring Department or Site Principal

Each party to this MOU agrees to indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.

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

By: [Signature] Dated: 2/10/14 (MM/DD/YYYY)
Sponsoring Department or Site Principal

By: [Signature] Dated: 04/07/2014 (MM/DD/YYYY)
Lena Zentgraf (Print Name)
Eastbay Athletics (CONTRACTOR)

Approved as to form and procedure

By: [Signature] Dated: 6/1/14 (MM/DD/YYYY)
Jacqueline Minor, General Counsel
Oakland Unified School District

[Signature] 8-14-14
David Kakishiba
President, Board of Education

[Signature] 8-14-14
Antwan Wilson
Secretary, Board of Education

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Rv:

**MEMORANDUM OF AGREEMENT BETWEEN A NON-PROFIT ORGANIZATION
AND SPECIFIC SCHOOL SITE**

I. Parties

The purpose of this Memorandum of Understanding (“MOU”) is to establish a relationship between Claremont Middle School (SCHOOL) and Eastbay Athletics [CONTRACTOR—name of your organization].

WHEREAS, the CONTRACTOR’s services or program described in this MOU will be provided at no cost to the SCHOOL, the students, or the parents; and BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said services/program to SCHOOL.

II. Contractor’s Services

Directions: Please check **all** of the expectations or goals below that are in agreement with your program’s services. This list is similar to the one you filled out on page 2 of the MOU with OUSD; however, this one is for the school site’s information. **You must fill out both.**

- Ensure a high quality instructional core
- Develop student’s social health/skills
- Develop student’s emotional health
- Develop student’s physical health
- Develop student’s cognitive and academic skills
- Create equitable opportunities for learning
- Ensure, maintain, or support high quality and effective instruction
- Prepare students for success in college and careers
- Help ensure, create, and/or sustain safe, healthy and supportive schools
- Create accountability for quality
- Help create full service community schools in OUSD
- Increase, raise graduation rates
- Other: teach hands on practical skills, team work, and self reliance. All marked

with an x and highlighted red are important components of our program.

III. Time Commitment/Schedule

Directions: Please attach a schedule that details the amount of time you will be at the school site and when. The schedule should detail the number of hours per day, number of days per week, number of weeks per month and so on, that you will be providing your services at the school. Both parties must agree to this schedule.

IV. Space

Check off all of the rooms or space at school that CONTRACTOR's will use to provide services at this school:

- Kitchen
- Cafeteria (without access to Kitchen equipment and facilities)
- xGym
- Classroom(s): (please list how many and which ones)
- Office(s)/Conference Room: (please list how many and which ones)
- xYard/Outdoor Play area
- Other: _____

V. Communication

Please identify a contact person for CONTRACTOR:

Name	Eastbay Athletics Lena Zentgraf
Address	5006 Telegraph Ave Apt #2
Phone Number	434-466-7389
E-mail	lenaz@eastbayathletics.com

Please identify a contact person for the School site:

Name	Reginal Richardson
Address	5750 College Ave
Phone Number	510.654.7337
E-mail	reginald.richardson@ousd.k12.ca.us

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

★ By: [Signature] Dated: 9/24/2014 (MM/DD/YYYY)

By: [Signature] Dated: 5/29/2014 (MM/DD/YYYY)
CONTRACTOR



TO:
Oakland Unified School District
1000 Broadway
Oakland, Ca 94607
510-434-7790

FROM:
Eastbay Athletics
5006 Telegraph Ave Apt 2
Oakland Ca 94609
510-847-7105

I hereby certify that all on-site counselors for Camp Wahoo West have fulfilled the requirements of current TB test and background clearance. All information is up to date and on file with the school district as of the 2013-2014 school year.

Please contact Lena Zentgraf the program coordinator with further questions or concerns.

A handwritten signature in black ink, appearing to read 'Lena Zentgraf', is written over the text 'concerns.'.

Lena Zentgraf
Events, Camps
434-466-7389
lenaz@eastbayathletics.com
www.eastbayathletics.com

Lena Louise Zentgraf

lena.louise.z@gmail.com

lenaz@eastbayathletic.com

5006 Telegraph Ave Apt 2

Oakland Ca 94609

434.466.7389

Work Experience

Eastbay Athletics, 2013-present

Oakland, Ca

Events Manager and Conditioning Coach

- Coordination of various sports and community events in the East bay
- Lead coach for basic fitness training camps for athletes of all ages
- Lead designer and creator of Eastbay Athletic apparel

Claremont Middle School Garden Coordinator

September 2013-Current

Oakland, CA

- Organize and facilitate garden curriculum
- Focused teaching in garden care, nutrition, and cooking

Dirt and Plate

March 2011-December 2013

Oakland, CA

- Design and maintain variety of edible and ornamental gardens
- Teach edible gardening and nutritional cooking to all ages

Lacrosse Coach Oakland Lacrosse Club

January 2012-Present

Oakland, CA

- Recruit players through clinics at Oakland Public School gym class
- Lead daily team practice as well as weekly games, teach basic skills, and build team cohesion

The Haven at First and Market, 2010-11

Charlottesville, Va

Non-Profit Homeless Resource Center

Kitchen and Garden Manager

- Managed daily food production, food sourcing, menu planning
- Established 6,000 square foot urban garden for food resource and educational outreach
- Served as administrative personnel for developing outreach center

Camp Wahoo, 2007-2014

Crozet, Va

Lead Counselor

outdoor overnight sports and recreation camp for middle school aged children

- Lead athletic instruction, coordinate daily schedule, establish team working environment with other staff
- Maintain website, create marketing material, recruit new campers

Education

Permaculture Institute

Guacimo, Costa Rica

Permaculture Design Certificate, 2011

University of Notre Dame

South Bend, In

BA Studio Art, Concentration Photography, 2007

Accomplishments

Terra Madre Participant: Torino, Italy

Representative for Slow Food Albemarle Piedmont, 2010

Established Slow Food Albemarle Piedmont: Charlottesville, Va. *Developed education events, website, initiate membership, 2009-11*

World Wide Opportunity on Organic Farms: Northern Italy

Volunteer Farm Work, September-November 2009

Makindu Children's Center: Makindu, Kenya

Fundraiser and Proper Walk Participant, August 2008

Skills

Proficient in Microsoft Office, Adobe Photoshop, and Wordpress