

File ID Number	17-0568
Introduction Date	4/26/17
Enactment Number	
Enactment Date	
By	



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

To: Board of Education

From: Devin Dillon, Interim Superintendent

Subject: Memorandum of Understanding between Oakland Unified School District and the East Bay Spanish Speaking Citizens' Foundation (SSCF)

**ACTION REQUESTED:**

Approval and acceptance by the Board of Education of Memorandum of Understanding between Oakland Unified School District and The East Bay Spanish Speaking Citizens' Foundation (SSCF) for the period March 8, 2017 through March 8, 2020.

**BACKGROUND:**

Programs offered are LIBRE (Leading the Independence of our Barrios for Raza Empowerment) program and Escalera. The LIBRE program provides tutoring, college application support, career exploration, after school activities and fieldtrips for Newcomers, Latinos and Spanish Speaking students from Oakland Unified School District high schools.

During the 2015-16 school year, LIBRE program supported approximately 120 Spanish speakers, in transitioning from high school into college and career. Our Escalera program serves approximately 30 Latino high school students providing them with the skills and information to apply for and be successful in college.

**DISCUSSION:**

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between Oakland Unified School District ("OUSD") and the East Bay Spanish Speaking Citizens' Foundation (SSCF). The Services/Program described in this MOU will be provided at no cost to Oakland Unified School District, students, or parents.

**FISCAL IMPACT:**

Services offered at no cost to the District.

**RECOMMENDATION:**

Approval and acceptance by the Board of Education of Memorandum of Understanding between Oakland Unified School District and The East Bay Spanish Speaking Citizens' Foundation (SSCF) for the period March 8, 2017 through March 8, 2020.

**ATTACHMENTS:**

- Memorandum of Understanding
- Statement of Qualifications
- Scope of Work
- Clearance Letter
- Certificate of Liability Insurance

**MEMORANDUM OF UNDERSTANDING BETWEEN A PARTNER ORGANIZATION  
OR INDIVIDUAL 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 East Bay Spanish Speaking Citizens' Foundation (SSCF) [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 program(s) selected in Section II of the MOU.

**II. Program Name(s)**

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

- LIBRE (Leading the Independence of our Barrios for Raza Empowerment)
- Escalera
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**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 brief description of the type of services your program(s) generally provides.

Our youth programs provide tutoring, college application support, career exploration, after school activities

and field trips for Newcomers, Latinos, and Spanish speaking students from OUSD high schools.

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

During the 2015-2016 school year, the LIBRE program supported approximately 120 Spanish speakers,

in transitioning from high school into college and career. Our Escalera program serves approximately

30 Latino high school students providing them with the skills and information to apply for and be

successful in college.

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

- 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: \_\_\_\_\_

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. **TB and Fingerprinting Clearance**—Ensure that all CONTRACTOR personnel, including subcontractors, who will be on OUSD premises have been: (a) fingerprinted; (b) submitted to DOJ and FBI criminal background check via Live Scan or a similar service as required by the Education Code, and (c) taken a tuberculosis test during the current fiscal year. Please see **Section IV** for the relevant documentation that is required.
- D. **Insurance**
1. General Liability: **EITHER** (a) CONTRACTOR maintains general liability 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 agreement if the 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.

The requirements under Section D, 2. will not apply if CONTRACTOR checks or marks this box and by doing so confirms and represents that it does not employ anyone in the manner subject to the workers' compensation laws of California.

- 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.
- G. **Register With/Update Community Partner Platform**—Contractor shall register in OUSD's Community Partner Platform database and perform annual updates *by August 31 of each year*, to maintain full and complete up-to-date information.

#### 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, 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, state test 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 03/08/2017 -- 03/08/2020 period.  
[Insert mm/dd/year] [Insert mm/dd/year]

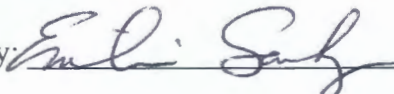
**VII. Termination**

Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This agreement 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**

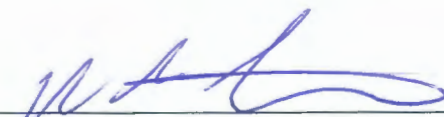
Each party to this MOU agrees to defend, indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission 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: 3/13/2017 (MM/DD/YYYY)  
EMILIANO SANCHEZ, DIRECT TAVOES (Print Name & Title)  
HS/LLD (Sponsoring OUSD Department)

By: Alicia Contreras Dated: 3-8-2017 (MM/DD/YYYY)  
Alicia Contreras, Executive Director (Print Name & Title)  
East Bay Spanish Speaking Citizens' Foundation (SSCF) (CONTRACTOR—Org. Name)

Approved as to form and procedure

By:  Dated: 3/17/17 (MM/DD/YYYY)  
Michael L. Smith, Deputy General Counsel  
Oakland Unified School District



# SPANISH SPEAKING CITIZENS' FOUNDATION

## Providing Educational Enrichment Services & Civic Responsibility

### STATEMENT OF QUALIFICATIONS

#### Board of Directors

Carlos Uribe

#### *President*

Ramon Rodriguez

#### *Vice-President*

Bob Schutt

#### *Secretary / Treasurer*

Jose Hernandez

#### *Trustee*

Angela Gallegos

#### *Trustee*

Ken Maxey

#### *Trustee*

Victoria Martin

#### *Trustee*

Kitty Kelly Epstein

#### *Trustee*

#### Pro Bono Professionals

Peter Roos

#### *Attorney*

Marina Pineda-Kamariotis

#### *Immigration Attorney*

Angel Rodriguez

#### *Immigration Attorney*

David Lunas

#### *Immigration Attorney*

Tatiana Perez Valero

#### *Immigration Attorney*

#### Core Services

- Educational Enrichment
- Youth Leadership
- Workforce Development
- Immigration & Citizenship Services
- Information & Referral

The East Bay Spanish Speaking Citizens' Foundation (SSCF) was established in 1965 by a group of visionaries dedicated to improving our community for Latino residents in Oakland. Throughout the past 50 years, our mission has remained the same: To empower community members to improve their quality of life while maintaining strong cultural relevance and tradition. Over the years, our agency has evolved into a family resource center that provides a range of services to help community members successfully integrate into society. Our goal is to help East Bay families improve their lives, embrace their heritage, and develop as civic leaders by promoting educational enrichment and civic responsibility.

This year we are celebrating our 51st anniversary. We take pride in the fact that over 13,000 people come to SSCF annually with the understanding that we are here for them, and also that our services continue to be relevant and reflect the ever-changing needs of the Latino community. SSCF's core services include: educational enrichment, youth leadership, workforce development, immigration and citizenship services, information and referral.

During school year 2015-2016, our LIBRE program supported approximately 120 Spanish speakers, in transitioning from high school into college and career.

Our Escalera program, utilizing the curriculum developed by the National Council of La Raza (NCLR), is currently serving approximately 30 Latino high school students providing them with the skills and information to apply for and be successful in college.

Our immigration and naturalization program began in 1970. In 2016, we anticipate providing information in response to 2,400 inquiries and formal assistance to 1,700 families and individuals. Most requests are for help with naturalization petitions but also DACA (Deferred Action for Childhood Arrivals), resident card renewal, Temporary Protected Status (TPS), and adjustment of status. SSCF recently sought and obtained Bureau of Immigration Accreditation (BIA) certification for these services.





# SPANISH SPEAKING CITIZENS' FOUNDATION

## Providing Educational Enrichment Services & Civic Responsibility

### SCOPE OF WORK

#### Board of Directors

Carlos Uribe

#### *President*

Ramon Rodriguez

#### *Vice-President*

Bob Schutt

#### *Secretary / Treasurer*

Jose Hernandez

#### *Trustee*

Angela Gallegos

#### *Trustee*

Ken Maxey

#### *Trustee*

Victoria Martin

#### *Trustee*

Kitty Kelly Epstein

#### *Trustee*

The East Bay Spanish Speaking Citizens' Foundation (SSCF) will primarily provide tutoring, after school activities, and field trips for Newcomers, Latinos, and Spanish speaking students at OUSD high schools including, but not limited to Oakland High, Fremont High, Lionel Wilson Prep, and McClymonds High. LIBRE services also include cross cultural exchanges, leadership training, college tours, and career exploration throughout the year.

Alicia Contreras  
Executive Director

Date

#### Pro Bono Professionals

Peter Roos

#### *Attorney*

Marina Pineda-Kamariotis

#### *Immigration Attorney*

Angel Rodriguez

#### *Immigration Attorney*

David Lunas

#### *Immigration Attorney*

Tatiana Perez Valero

#### *Immigration Attorney*

#### Core Services

- Educational Enrichment
- Youth Leadership
- Workforce Development
- Immigration & Citizenship Services
- Information & Referral



# SPANISH SPEAKING CITIZENS' FOUNDATION

Providing Educational Enrichment Services  
& Civic Responsibility

## CLEARANCE LETTER

### Board of Directors

Carlos Uribe

#### *President*

Ramon Rodriguez

#### *Vice-President*

Bob Schutt

#### *Secretary / Treasurer*

Jose Hernandez

#### *Trustee*

Angela Gallegos

#### *Trustee*

Ken Maxey

#### *Trustee*

Victoria Martin

#### *Trustee*

Kitty Kelly Epstein

#### *Trustee*

On behalf of the East Bay Spanish Speaking Citizens' Foundation (SSCF), the Board of Directors and myself, I certify that all program personnel are screened for TB and their fingerprints are cleared by DOJ/FBI.

*Alicia Contreras*

Alicia Contreras  
Executive Director

*3-8-2017*

Date

### Pro Bono Professionals

Peter Roos

#### *Attorney*

Marina Pineda-Kamariotis

#### *Immigration Attorney*

Angel Rodriguez

#### *Immigration Attorney*

David Lunas

#### *Immigration Attorney*

Tatiana Perez Valero

#### *Immigration Attorney*

### Core Services

- Educational Enrichment
- Youth Leadership
- Workforce Development
- Immigration & Citizenship Services
- Information & Referral

