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Enactment Number	
Enactment Date	

Memo

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

Board Meeting Date
 (To be completed by Procurement)
Subject

Memorandum of Agreement - Lincoln Child Center - (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 Lincoln Child Center, Oakland, CA, to be primarily provided via the Family, School, and Community Partnerships Department for the period of May 15, 2014 through August 15, 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. Lincoln Child Center 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 Lincoln Child Center, 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 Parker Elementary School and West Oakland Middle School for the period of May 15, 2014 through August 15, 2014, at no cost to the District.

Recommendation Approval of a Memorandum of Agreement between Oakland Unified School District and Lincoln Child Center. Contractual services to be provided by the Family, School, and Community Partnerships Department for the period of May 15, 2014 through August 15, 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 Lincoln Child Center [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. West Oakland Middle School
- 2. Parker Elementary School
- 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.

See Attached

- 2.

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

See attached

4. 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: Improve sense of self, identity, cultural enrichment, self esteem, and racial self concept

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):

- 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 2014 -- 2015 school year.

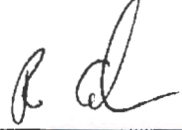
VII. Termination

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: 4/14/14 (MM/DD/YYYY)
 Roy Hill & Ron Smith
 Sponsoring Department or Site Principal

By: *Macheo Payne* Dated: 4-12-14 (MM/DD/YYYY)
Dr. Macheo Payne (Print Name)
Lincoln Child Center (CONTRACTOR)

Approved as to form and procedure

By: *J. Minor* Dated: 5/29/14 (MM/DD/YYYY)
 Jacqueline Minor, General Counsel
 Oakland Unified School District

[Signature] 6/12/14
 David Kakishiba
 President, Board of Education

[Signature] 6/12/14
 Gary Yee, Ed.D.
 Secretary, Board of Education

**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 Parker Elementary & West Oakland Middle (SCHOOL) and

Lincoln Child Center [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: Improve sense of self, identity, cultural enrichment,

self esteem, and racial self concept

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)
- Gym
- Classroom(s): (please list how many and which ones) 7 ROOMS
- Office(s)/Conference Room: (please list how many and which ones)
- Yard/Outdoor Play area
- Other: _____

V. Communication

Please identify a contact person for CONTRACTOR:

Name	<u>Macheo Payne</u>
Address	
Phone Number	
E-mail	

Please identify a contact person for the School site:

Name	<u>Parker; Eric Handy / WOMS; Sizwe Andrews</u>
Address	<u>1266 14th St Oakland, CA</u>
Phone Number	<u>Eric-510-912-9233 / Sizwe-510-912-9232</u>
E-mail	

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

By: *Ron Smith* Dated: 4/14/14 (MM/DD/YYYY)
 Key Hill & Ron Smith
 Site Principal or Contact Person

By: *Michele Payne* Dated: 4-11-14 (MM/DD/YYYY)

CONTRACTOR

OAKLAND FREEDOM SCHOOLS PROJECT DESCRIPTION

A Project coordinated by Lincoln Child Center and Leadership Excellence
Lincoln currently provides mental health & training in 14 OUSD public schools & district wide
LE's Camp Akili & Freedom Schools has served OUSD's African-American students for 18 years

THE WHAT & WHEN:

Oakland Freedom Schools is a 6-week summer academic literacy and cultural enrichment program serving 100 students (50 at each site), ages 5-12 from June 16 – July 25. With a 10:1 classroom ratio, the program provides a healthy breakfast, lunch and snack, weekly field trips and 150 minutes a day, of academic literacy instruction. In 2013, OFS participants showed 9 months gain in reading level in 5 weeks.

THE WHO & WHERE:

OFS serves academically underserved students who have been exposed to community violence. Operating at sites where there is high need, OFS is partnering with a public school in east Oakland and West Oakland middle school and will recruit primarily from the school as well as district wide.

THE HOW:

Using college aged staff and providing them with 80 hours of training, OFS inspires a love of reading while strengthening children's self-esteem and sense of community through rich cultural engagement, exciting programs and activities using an integrated reading curriculum that supports academic learning outcomes that meet California educational literacy standards.

NATIONAL MODEL:

Since 1993, the Freedom Schools has operated as a national model, developed and coordinated by the Children's Defense Fund, which provides the evidence-based integrated reading curriculum, books, and a 7-day national training. <http://www.childrensdefense.org/programs-campaigns/freedom-schools/>

WHERE WE MAKE A DIFFERENCE:

Summer Achievement Gap- The academic achievement gap has been documented to widen during idle summer months in reading proficiency, disproportionately leaving students of color at a disadvantage.¹ This is addressed in OFS through the culturally relevant literacy enrichment component. In 2013, OFS participants showed 9 months gain in reading level in 5 weeks.

Self-Esteem- African-American children's negative cultural and racial self-image is well documented.² The persistence of this negative self-image impacts their health and educational outcomes. Most academic programs fail to address these deeper cultural issues that negatively impact successful navigation through the educational system. OFS addresses this through its culturally responsive curriculum and mental health support.

Cultural Relevance- African-American children underutilize needed mental health services, mainly due to lack of access, and lack of cultural responsiveness of the providers & the delivery of the services.³ OFS addresses this through cultural responsive curriculum and staffing, mental health support, and parent, family and community outreach, engagement and retention.

¹ H. Cooper, B. Nye, K. Charlton, J. Lindsay, & S. Greathouse (1996). The effects of summer vacation on achievement test scores: A narrative and meta-analytic review, 66, 227-268, Review of Educational Research.

² Clark, K., Clark, M. (1947) Racial identification and preference in Negro children. Readings in Social Psychology, New York, Holt Publishing.

Akbar, N. (1985) The community of self. Mind Production & Associates.

Davis, K. (Director) (2007). A girl like me. [Documentary] U.S.

³ Surgeon General's Report (2001). Mental health: Culture, race and ethnicity. A supplement to mental health: A report of the Surgeon General. DHHS, US Public Health Department.

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)
- Gym
- Classroom(s): (please list how many and which ones) 7 rooms
- Office(s)/Conference Room: (please list how many and which ones)
- Yard/Outdoor Play area
- Other: _____

V. Communication

Please identify a contact person for CONTRACTOR:

Name	Macheo Payne
Address	
Phone Number	
E-mail	

Please identify a contact person for the School site:

Name	Parker: Eric Handy / WOMS: Sizwe Andrews
Address	1266 14 th St Oakland, CA
Phone Number	Eric-510-912-9233 / Sizwe-510-912-9232
E-mail	

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

By: *Ron CH* Dated: 4/14/14 (MM/DD/YYYY)
 Roy Hill & Ron Smith
 Site Principal or Contact Person

By: *Mulder* Dated: 4-11-14 (MM/DD/YYYY)

CONTRACTOR

David Kakishiba
 8 David Kakishiba
 President, Board of Education

Gary Yee
 Gary Yee, Ed.D.
 Secretary, Board of Education



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/26/2014

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).

PRODUCER Commercial Lines - (415) 541-7900 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 45 Fremont Street, Suite 800 San Francisco, CA 94105-2259	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: sanfrancisco.certs@wellsfargo.com														
INSURED Lincoln Child Center 4368 Lincoln Avenue Oakland, CA 94607	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Arch Insurance Company	11150	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 7328471** **REVISION NUMBER: See below**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			NCPKG0304900	2/15/2014	2/15/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PER STATUTE</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
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E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Oakland Unified School District is named as an additional insured as required by written contract with the named insured

CERTIFICATE HOLDER Oakland Unified School District Attn: Contracts Administrator 900 High Street Oakland, CA 94601	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
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April 29, 2014

To Whom It May Concern:

I certify that all Lincoln Child Center staff have been fingerprinted, criminal background checked, and have TB test clearance for this current fiscal year.

If you have any questions, please contact me at 510-482-6627.

Sincerely,

A handwritten signature in black ink, appearing to be 'Helen Lien', written in a cursive style.

Helen Lien
Human Resources Coordinator

Administrative Offices

1000 Broadway
Oakland, CA 94612

TEL 510-531-3111

FAX 510-530-8083

www.lincolinchildcenter.org

MEMBER AGENCY

1000 Broadway
Oakland, CA 94612