

Board Office Use: Legislative File Info.	
File ID Number	16-2255
Introduction Date	10/26/16
Enactment Number	16-1717
Enactment Date	10/26/16 or



Memo

To Board of Education

From Antwan Wilson, Superintendent

Board Meeting Date October 26, 2016

(To be completed by Procurement)

Subject Memorandum of Understanding - Lincoln (contractor) - 922/Community Schools and Student Services Department (site/department)

Action Requested Approval of a Memorandum of Understanding between Oakland Unified School District and Lincoln. Services to be provided under the West Oakland Initiative to the West Oakland Elementary Schools: Hoover, Lafayette, Martin Luther King, Jr., and Place at Prescott for the period of July 1, 2016 through June 30, 2017.

Background
A one paragraph Explanation of why the consultant's services are needed.
 Chronic Absence rates are at an all-time high in West Oakland. Attendance Teams meet regularly to identify students chronically absent and at risk for chronic absence in order to identify tiered supports for identified students. Resources are scarce for students in tiers 2 and 3. Under the West Oakland Initiative, Lincoln seeks to support improved attendance and engagement by providing case managers to the West Oakland elementary Schools. The two case managers will use a strengths based approach and support a total of 50 chronically absent families to improve attendance and reading levels.

Discussion Approval by the Board of Education of a Memorandum of Understanding between the District and Lincoln, Oakland, CA, for the latter to provide two case managers to work 20 hours each week at their assigned schools to help families develop and achieve goals to improve their level of engagement in the educational process to improve the attendance of chronically absent students for the Attendance and Discipline Support Services Unit via the Community Schools and Student Services Department for the period of July 1, 2016 through June 30, 2017, at no cost to the District.

Recommendation Approval of Memorandum of Understanding between Oakland Unified School District and Lincoln. Services to be provided under the West Oakland Initiative to the West Oakland Elementary Schools: Hoover, Lafayette, Martin Luther King, Jr., and Place at Prescott for the period of July 1, 2016 through June 30, 2017.

Fiscal Impact No Fiscal Impact

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



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No. 16-2255

Department: Community Schools and Student Services

Vendor Name: Lincoln

Contract Term: Start Date: July 1, 2016 End Date: June 30, 2016

Annual Cost: \$ 0.00

Approved by: Andrea Bustamante, Executive Director

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Lincoln has extensive experience working with students and families in the Oakland community.

Summarize the services this Vendor will be providing.

Lincoln will provide staff to work at our West Oakland Elementary Schools providing support to chronically absent students.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

OUSD is not being charged for these services.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

MEMORANDUM OF UNDERSTANDING 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 (CONTRACTOR).

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. Hoover Elementary School
2. Lafayette Elementary School
3. Martin Luther King Jr. Elementary School
4. Place at Prescott Elementary School

III. CONTRACTOR Responsibilities/Scope of Services

A. The program description and services that will be provided to OUSD include:

1. Lincoln seeks to support improved school attendance and engagement in OUSD through collaborative efforts and action. Under the West Oakland Initiative (WOI), Lincoln is supporting West Oakland elementary schools, grades K-5, around chronic absenteeism, and corresponding low reading levels. We also aim to support any discipline issues these students may have. Students and families who participate in the West Oakland Initiative receive a case manager who uses a strengths based approach to support families in developing and achieving goals, to improve their level of engagement and/or effectiveness in the learning and educational process. Our target number is 50 chronically absent families spread out among the 4 schools.

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

The West Oakland Initiative is being led by Dr. Macheo Payne, director of Oakland Freedom Schools and La’Cole Martin, the coordinator of the initiative. La’Cole is a former OUSD teacher and coordinator of the Freedom Schools.

3. All of the following expectations or goals are in agreement with Lincoln’s program 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

- 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:
 - Fingerprinting—Attach documentation
 - Criminal Background Check—Attach documentation
 - 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. **Staff Contact**—Connect staff to Kindergarten & 1st grade teachers to CONTRACTOR, to check in and meet at a frequency to be agreed upon by School(s) and the CONTRACTOR. See Exhibit 1.
- B. **Data**—Ensure that CONTRACTOR has reasonable access to student attendance and reading assessment data necessary to inform case management & program support.
 - 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 attendance data for all students at School(s) including, but not limited to, SRI or Dibels or whatever reading assessments that are being used to track students reading levels. 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).
3. The CONTRACTOR will recruit families in coordination with the school site and parents will have an opportunity to opt in or opt out of services and programming that the West Oakland Initiative is offering. If they opt in, they will do so by signing West Oakland Initiative consent for services form. This will authorize Lincoln Child Center to access their child's individual level data from the school which includes attendance data, SRI scores and discipline records including out of class referrals, suspensions and other related data.

VI. Duration

This MOU is for the 2016 - 2017 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: Andrea Bustamante
Andrea Bustamante, Executive Director
Community Schools and Student Services Dept.

Dated: 9.21.14 (MM/DD/YYYY)

By: Chris Stoner
Chris Stoner, CEO
Lincoln

Dated: 9.20.16 (MM/DD/YYYY)

Christine Stoner-Mertz

(Print Name)

James Harris 10/20/16

James Harris
President, Board of Education

Lincoln

(CONTRACTOR)

Antwan Wilson 10/27/16

Antwan Wilson
Secretary, Board of Education

Approved as to Form:

By: Marion McWilliams
Marion McWilliams, General Counsel, Deputy
Oakland Unified School District
MICHAEL SMITH

Dated: 9/30/16 (MM/DD/YYYY)

File ID Number: 16-2255
Introduction Date: 10/26/16
Enactment Number: 16-777
Enactment Date: 10/26/16
By: [Signature]

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)
6/7/2016

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 require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Heffernan Insurance Brokers 1350 Carlbach Avenue Walnut Creek, CA 94596 CA License #0564249	CONTACT NAME: Stacey Okimoto
	PHONE (A/C, No, Ext): 925-934-8500 FAX (A/C, No): 925-934-8278 EMAIL ADDRESS: StaceyO@heffins.com
INSURED Lincoln 1266 14 th Street Oakland, CA 94607	INSURERS AFFORDING COVERAGE NAIC #
	INSURER A: Nonprofits Insurance Alliance of CA 524126
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 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 TR	TYPE OF INSURANCE	ADDL INSR	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 checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			201610668NPO	02/15/2016	02/15/2017	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 \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			201610668NPO	02/15/2016	02/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			201610668UMBPO	02/15/2016	02/15/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH -ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY			201610668NPO	02/15/2016	02/15/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: As Per Contract or Agreement on File with Insured.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District
 Attn: Risk Management
 1000 Broadway, Suite 440
 Oakland, CA 94607

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



September 26, 2016

To: Oakland Unified School District

RE: Employee Clearance Certification

The purpose of this letter is to certify that it is the policy and practice of Lincoln to require all staff to complete fingerprint clearance through the Department of Justice and FBI before they are hired. In addition, initial TB clearance is required and must be maintained.

Per your request, I can attest that the following employees who will be working with Oakland Unified School District have their clearance in place:

- Evan Dentley- School Engagement Coach
- La'Cole Martin- Coordinator
- Ocie Parks- School Engagement Coach

LAST NAME	FIRST NAME	TB Test	DOJ Clearance
Evan	Dentley	03/03/2016	5/31/2016
La'Cole	Martin	08/05/2013	06/30/2014
Ocie	Parks	02/16/2015	02/12/2015

If you need further information, please contact me directly

Sincerely,

Summer Britt
HR Benefit Specialist
510.273.4700 X4313
summerbritt@lincolnfamilies.org

SAM Search Results
List of records matching your search for :

Search Term : Lincoln* Child* Center*
Record Status: Active

ENTITY	LINCOLN-UINTA CHILD DEVELOPMENT ASSOCIATION	Status:Active
DUNS: 182449504	+4:	CAGE Code: 5JJF1 DoDAAC:
Expiration Date: Sep 1, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1001 HWY 414 N		
City: MOUNTAIN VIEW		State/Province: WYOMING
ZIP Code: 82939-0000		Country: UNITED STATES
ENTITY	LINCOLN/LANCASTER COUNTY CHILD ADVOCACY CENTER, INC.	Status:Active
DUNS: 146541193	+4:	CAGE Code: 5J0H3 DoDAAC:
Expiration Date: Mar 17, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 5025 Garland St		
City: Lincoln		State/Province: NEBRASKA
ZIP Code: 68504-2904		Country: UNITED STATES
ENTITY	Lincoln Child Center, Inc.	Status:Active
DUNS: 074644360	+4:	CAGE Code: 571P8 DoDAAC:
Expiration Date: Jan 14, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1266 14TH ST		
City: OAKLAND		State/Province: CALIFORNIA
ZIP Code: 94607-2205		Country: UNITED STATES
ENTITY	LINCOLN AND LANCASTER COUNTY CHILD GUIDANCE CENTER, INC.	Status:Active
DUNS: 169871514	+4:	CAGE Code: 37WD7 DoDAAC:
Expiration Date: Nov 17, 2016	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 2444 O ST		
City: LINCOLN		State/Province: NEBRASKA
ZIP Code: 68510-1125		Country: UNITED STATES