

Board Office Use: <b>Legislative File Info.</b>	
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Enactment Number	
Enactment Date	



# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Wesley Jacques, Executive Directory

**Board Meeting Date** April 10, 2019

**Subject** Memorandum of Understanding  
Contractor: Bay Area Urban Debate Commission  
Services For: Academics and Instructional Innovation Department

**Action Requested and Recommendation** Ratification by the Board of Education of a Memorandum of Understanding between the District and Bay Area Urban Debate Commission (BAUDC), Oakland, CA, for the latter to extend participation in the Bay Area Urban Debate League (BAUDL) to up to twelve high schools and middle schools for low-income students that meet the criteria for membership. OUSD staff will take leadership roles in securing Letters of Intent and MOUs from each participating school, demonstrating that the school has: Two paid, committed teacher-coaches identified to lead the debate team; this must include at least one full-time teacher on staff, with two teachers as the highly preferred model. Administrative support, to include demonstrated willingness to provide class coverage to coaches on tournament days falling on Friday and BAUDL professional development days, to host one debate Tournament - or other event with BAUDC approval - during the season, to facilitate photocopying and a debate team practice room and storage site in the building, for the period of April 1, 2019 through August 1, 2019, in an amount not to exceed \$55,000.00.

**Background**

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

The BAUDL shall include a one-week (Monday-Friday, six hours per day) Bay Area Urban Debate Summer Institute for all students registered on their debate teams at participating middle and high schools. The Institute will be directed by BAUDC, and will have an instructional staff of experts in debate. The BAUDL shall include a four-day Coach Orientation Workshop in Summer 2019 directed by BAUDC, held either on an OUSD campus or on a site provided by BAUDC at no cost to the OUSD. The BAUDL shall have a season that extends from the beginning of the 2018-2019 school. The BAUDL shall include six student workshops of five hours each during the season, led by BAUDC. The student workshops will be held either on an OUSD campus or on a site provided by BAUDC at no cost to OUSD. The BAUDL shall include six Coach Seminars during the regular season, led by BAUDC. Curriculum for the season will be available in advance and on our website. New teacher-coaches shall participate in the two coach seminars of debate competition to complete professional development. The coach seminars will be held either on an OUSD campus or on a site provided by BAUDC at no cost to OUSD. The BAUDL shall include six weekend UDL Debate Tournaments. Four of these tournaments shall be one day in length. Two shall be two days in length. The BAUDL shall include a minimum of one full-day professional development session to prepare teachers to use debate strategies as instructional tools in their classrooms. OUSD shall cover



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the cost of substitutes for teachers who attend. Teachers not currently serving as debate coaches shall be welcome to attend. Schools shall be responsible for fulfilling their own judge obligation, consistent with Policy Debate practices, though they will be assisted in this effort by BAUDL staff. Judges that are not paid debate coaches employed by OUSD shall be offered a stipend for judging for the full two days of a Tournament (lesser amounts for judging at some portion of the Tournament), unless they are volunteers supplied by the BAUDC. BAUDL debate will be classified under athletics so that trip forms will only be filed once a semester.

- Competitively Bid** Was this contract competitively bid? No  
If no, exception: Agreement of less than \$92,600.00
- Fiscal Impact** Funding resource(s): 3010/Title I funding, in the amount of \$55,000.00.
- Attachments**
- Memorandum of Understanding



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## MEMORANDUM OF UNDERSTANDING SY 2018-19

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### **Oakland Unified School District and Bay Area Urban Debate Commission**

This Memorandum of Understanding and Interagency Agreement ("MOU" or "Agreement") for the purpose of defining the partnership that brings the Bay Area Urban Debate League to serve the young people of Oakland Unified School District, as may be specified-is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT ("District" or "OUSD"), a public school district in the State of California, County of Alameda, and Bay Area Urban Debate Commission.

#### **Article 1: Recitals**

This Memorandum of Understanding (MOU) is to be established between the Oakland Unified School District (OUSD) and the Bay Area Urban Debate Commission (BAUDC) for the purpose of defining the partnership that brings the Bay Area Urban Debate League (BAUDL) to serve the young people of OUSD. Terms of the MOU are binding on its signatories for the duration of its effect, from April 1, 2019 through August 1, 2019.

#### **School Selection**

- I. The OUSD and the BAUDC shall extend participation in the BAUDL to high schools and middle schools that meet the criteria for membership outlined below up to twelve.
2. Working with the BAUDC, OUSD staff will take leadership roles in securing Letters of Intent and MOUs from each participating school, demonstrating that the school has:
  - Two paid, committed teacher-coaches identified to lead the debate team; this must include at least one full-time teacher on staff, with two teachers as the highly preferred model.
  - Administrative support, to include demonstrated willingness to provide class coverage to coaches on tournament days falling on Friday and BAUDL professional development days, to host one debate Tournament - or other event with BAUDC approval - during the season, to facilitate photocopying and a debate team practice room and storage site in the building, and to seek out supplemental funding support as needed.

## **Programming**

1. The BAUDL shall include a one-week (Monday-Friday, six hours per day) Bay Area Urban Debate Summer Institute to be held in Summer 2018 for all students registered on their debate teams at participating high schools. The Institute will be directed by BAUDC, and will have an instructional staff of experts in debate.
2. The BAUDL shall include a four-day Coach Orientation Workshop in Summer 2019 directed by BAUDC, held either on an OUSD campus or on a site provided by BAUDC without cost to the OUSD.
3. The BAUDL shall have a season that extends from the beginning of the 2018/19 school year (in Mid-August) through May 2019.
4. The BAUDL shall include six Student Workshops of five hours each during the season, led by BAUDC. The Student Workshops will be held either on an OUSD campus or on a site provided by BAUDC without cost to OUSD.
5. The BAUDL shall include six Coach Seminars during the regular season, led by BAUDC. Curriculum for the season will be available in advance and on our website. New teacher-coaches shall participate in the two Coach Seminars of debate competition to complete professional development. The Coach Seminars will be held either on an OUSD campus or on a site provided by BAUDC without cost to OUSD.
6. The BAUDL shall include six weekend UDL Debate Tournaments. Four of these tournaments shall be one day in length. Two shall be two days in length.
7. The BAUDL shall include a minimum of one full-day professional development session to prepare teachers to use debate strategies as instructional tools in their classrooms. OUSD shall cover the cost of substitutes for teachers who attend. Teachers not currently serving as debate coaches shall be welcome to attend.
8. Schools shall be responsible for fulfilling their own judge obligation, consistent with Policy Debate practices, though they will be assisted in this effort by BAUDL staff. Judges that are not paid debate Coaches employed by OUSD shall be offered a stipend for judging for the full two days of a Tournament (lesser amounts for judging at some portion of the Tournament), unless they are volunteers supplied by the BAUDC.
9. BAUDL debate will be classified under athletics so that trip forms will only be filed once a semester.

## **Governance**

1. The OUSD is the final authority over all aspects of the BAUDL related to OUSD schools participating in the League. BAUDL advises and counsels the OUSD in its implementation and development of the BAUDL in OUSD schools, as well as guiding the overall development of the BAUDL.

2. The OUSD representative Wes Jacques. shall be the overall Supervisor of the BAUDL with respect to OUSD schools.
3. OUSD approves the expenditures that the BAUDC will make. as indicated in the following Budget for Operations. toward supporting the Bay Area Urban Debate League. The BAUDC shall continue to fund and manage league staff. with the approval of OUSD. The Program Director shall answer and report directly to the BAUDC but will have to work closely with and subordinate to the OUSD's Manager of Teaching and Learning in supervising BAUDL operations in OUSD schools. The Manager of Teaching and Learning shall provide periodic job evaluations, formal or informal, on BAUDL staff to the BAUDC. Ultimately, BAUDL staff work in OUSD schools only at the allowance of the district. District feedback and oversight are crucial to the success of the League. As such, OUSD is empowered, after a reasonable warning/ remediation process, to remove BAUDL staff from contact with OUSD schools.
4. INTELLECTUAL PROPERTY. The parties to this agreement acknowledge and agree that advice and comments provided by OUSD are extremely important to the development of BAUDL materials (including curriculum), but under applicable copyright law they will not make OUSD a joint author of these materials, and in the event that OUSD acquires any intellectual property rights in BAUDL materials or in any component of them, as a joint author or otherwise, OUSD will and hereby does assign all such rights to BAUDC such that BAUDC will retain sole ownership of the intellectual property rights in the BAUDL materials.

It is the intent of the parties to this agreement that they will enter into a new Memorandum of Understanding at the termination of this MOU to continue collaboration on the BAUDL. Unless this MOU is terminated by OUSD or by BAUDC due to OUSD's breach, BAUDC agrees to grant OUSD a perpetual, royalty-free non-exclusive license to use and reproduce BAUDL materials developed during the period covered by the MOU, solely in relation to teaching debate skills to OUSD students only. Other than the use and reproduction rights granted in the immediately preceding sentence, and unless otherwise expressly authorized in writing, such license will not authorize use of any names, marks, logos, or other legally protected designations of BAUDC, in connection with BAUDL materials or otherwise.

## **Funding**

[Please see the Appendix A for a table summary of the following.]

1. The OUSD shall provide bus transportation for participating schools for seven Tournaments (up to 14 Tournament days) excluding charter schools, or other adequate transportation as agreed by the BAUDC. Neighboring schools may share buses to reduce transportation costs.
2. The OUSD shall provide, or ensure the provision of, an allocation of \$2,500 per year for debate materials and supplies costs, including photocopying costs.
3. The OUSD shall provide meals and awards at six BAUDL Tournaments. Meals include breakfast and lunch on Saturday and, in the event of two-day tournaments, dinner on Friday. Awards shall include all team, speaker, and specialty awards.

4. The OUSD shall provide for the costs of using an OUSD campus for of the seven BAUDL Tournaments. These costs typically include custodial, engineer and maintenance worker overtime and security.
5. The BAUDC shall provide for the costs of using a college campus or the facilities of another external partner for the remaining BAUDL Tournaments.
6. At the BAUDL Tournaments, the BAUDC shall provide a stipend for each judge who does not coach at one of the participating schools, or who is not a volunteer.
7. The BAUDC will provide debate topic, instructional, and team-building materials and resources to each of the participating schools.
8. The BAUDC shall solicit funds to cover the costs of Regional and National Circuit debating events and tournaments for those schools in the BAUDL that are interested in competing at these events. The BAUDC will also solicit funds to cover the costs of scholarships to university summer debate institutes, to be distributed in the spring, 2019.
9. Through the National Association for Urban Debate Leagues, the BAUDC shall cover the costs of participation for at least one two-person team, a coach, and one administrator from the BAUDL to participate in the 2019 Urban Debate National Championship. The BAUDC may cover the costs of a second team and coach to participate as well.
10. The BAUDC shall solicit funds to cover the costs of the BAUDL Summer Debate Institute (summer, 2019), a one-week commuter debate institute free to all BAUDL students and taught by experienced debate instructors from colleges and high schools.
11. The BAUDC shall create and distribute promotional material on the BAUDL throughout the season to raise understanding of and appreciation for the League.
12. The BAUDC shall solicit funds to hold a year-end banquet for all BAUDL students, family members, teachers, judges, administrators, supporters, and allies.
13. The BAUDC shall cover the cost of core BAUDL staff for the full 2018/19 BAUDL season.

### **Assessment**

1. All students participating in the BAUDL shall be entered in a UDL Tracking and Assessment System. The OUSD shall assist BAUDL in obtaining student/guardian permission and consent for BAUDL to receive participants' achievement and disciplinary data (including attendance, absenteeism, grade point averages, and test scores) from previous years. Upon receipt of participant's consent, OUSD will provide access to student-level data for each of the students participating in the Urban Debate League and for a comparison group and assist in gathering necessary permissions.
2. Students' academic performance shall be tracked, inputted, and aggregated to identify the correlative impact of debate participation.

3. Students may be administered a set of critical thinking, advanced literacy, social-affective, and college-attitudinal pre-tests and post-tests, the results of which shall be analyzed by BAUDC and its university partners for assessment.
4. Students' post-graduation applications, admissions, and matriculation shall be tracked on an on-going basis.
5. The BAUDC shall work in coordination with and at the approval of the OUSD, and will comply with all relevant district and state rules and protocols governing the collection of student data.

**Bay Area Urban Debate Commission**

Jonah Feldman, Executive Director  
287 17<sup>th</sup> Street, Suite 201  
Oakland, CA 94613  
(o) 510.451.4020  
E-mail: [info@baudl.org](mailto:info@baudl.org)

Darin Snyder, Chair  
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Telephone: 510.451.4020  
E-mail: [info@baudl.org](mailto:info@baudl.org)

**DISTRICT**

Wes Jacques  
Oakland Unified School District  
1000 Broadway, Suite 600  
Oakland, CA 94607  
Phone: 510.879.1316  
Email: [wesley.jacques@ousd.org](mailto:wesley.jacques@ousd.org)

**EXECUTION of AGREEMENT**

**Oakland Unified School District  
and  
Bay Area Urban Debate Commission**

This Memorandum of Understanding and Interagency Agreement ("MOU" or "Agreement") for the purpose of defining the partnership that brings the Bay Area Urban Debate League to serve the young people of Oakland Unified School District, as may be specified-is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT ("District" or "OUSD"), a public school district in the State of California, County of Alameda, and Bay Area Urban Debate Commission.

Term of Agreement-Amendment, Renewal, and Termination: The term of this Agreement shall be from April 1, 2019 through August 1, 2019, effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement shall continue in force, provided that either party may terminate this Agreement, with or without cause, at any time, upon thirty (30) days prior written notice to the other party.

**Bay Area Urban Debate Commission**



Jonah Feldman,  
Executive Director

Date

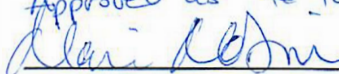
**Oakland Unified School District**

Aimee Eng, President  
Board of Education

Date

Kyla Johnson-Trammell, Superintendent  
Secretary, Board of Education

Date

Approved as to form:  


Marion Mc Williams  
General Counsel

Date



Sondra Aguilera  
Senior Deputy Chief

3/19/19

Date

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



## Appendix A

### Oakland Unified School District and Bay Area Urban Debate Commission

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#### DRAFT Budget for Operations in OUSD, 2018-19 SY

##### Direct Program Costs Shared by Partners

SHARED ITEM	OUSD	BAUDC	TOTAL
High School Coach Stipends (\$2500 per coach, est. 8 schools)	\$25,000		\$25,000
Middle School Coach Stipends (\$2500 per coach, est. 4 schools)	\$5,000		\$5,000
Transportation	\$10,000	\$35,000	\$45,000
Teacher Professional Development (\$30/hour, 130 hours total, for teachers that participated in Summer Institute)	-	\$15,600	\$16,600
Materials (this includes supplies such as expanding file folders, pens, note pads, and evidence packets)	\$2,500	\$8,300	\$10,800
Custodial Staff	<u>\$4,200</u> (in kind)	-	<u>\$4,200</u>
Tournament security (2 tourneys)	\$2,000 (in kind)	-	\$2,000
Student meals	\$10,000	\$25,500	\$35,500
Awards (plaques and trophies given at tournaments to students)	\$2,500	\$7,600	\$10,100
Independent Contractors (Alumni Interns & Tournament Judges)	\$0	\$12,000	\$12,000
Tournament Fees	\$0	\$2,900	\$2,900
Summer Institute Scholarships	\$0	\$15,000	\$15,000
<b>SUBTOTAL</b>	<b>\$55,000 (plus \$6,200 in- kind)</b>	<b>\$121,900</b>	<b>\$176,900</b>

# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2018-2019



## Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
2. Ensure contractor meets the consultant requirements (including the Excluded Party List, Insurance and Talent Consultant Verification )
3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

Attachment Checklist  For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check  
 For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)  
 For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

## Contractor Information

Contractor Name	Bay Area Urban Debate League	Contractor's Contact	Jonah Feldman		
OUSD Vendor ID #	000635	Title	Executive Director		
Street Address	287 - 17th Street, Suite 201	City, State	Oakland, CA	Zip Code	94613
Telephone	510-451-4020	Email (required)	jfeldman@baudl.org		
Contractor History	Previously been an OUSD contractor? Yes		Worked as an OUSD employee? No		

## Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated Start Date	4/1/19	Date Work Will End	8/1/19	Other Expenses	\$0.00
Pay Rate Per Hour (required)	\$0.00	Number of Hours (required)			

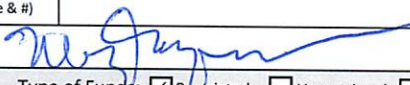
Requisition No.	Budget Number	Resource Name	Amount
VR19-09152	010-3010-0-1110-1000-5825-903-9030-4850-9999-99999	Title I	\$55000.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
<b>Total Contract Amount</b>			<b>\$ 55,000.00</b>

## OUSD Contract Originator Information

Name of OUSD Contact	Wesley Jacques	Email	wesley.jacques@ousd.org		
Site/Dept. Name	Academics and Instructional Innovation	Site #	909	Phone	510-879-2219

## Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

1.	<b>Administrator / Manager (Originator)</b> Name	Phone	Fax
	Site/Department (Name & #)	Date Approved	
Signature 		<input checked="" type="checkbox"/> Administrator verifies vendor is not excluded on <a href="https://www.sam.gov/">https://www.sam.gov/</a>	
2.	<b>Resource Manager</b> Type of Funds: <input checked="" type="checkbox"/> Restricted <input type="checkbox"/> Unrestricted <input type="checkbox"/> Grant		
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)		
	Signature	Date Approved	
3.	<b>Network Superintendent/Executive Director</b>		
	Signature	Date Approved	
4.	<b>Chiefs / Deputy Chiefs</b> Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$ _____		
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site		
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work		
Signature		Date Approved	
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract		
<b>Legal Required if not using standard contract</b>		Approved	Denied - Reason
<b>Procurement</b>	Date Received		Date
		PO Number	