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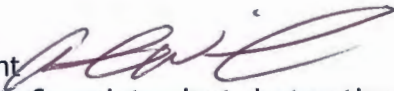
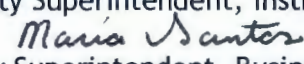


OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent 
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action 
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by
Procurement)

8-27-14

Subject

Memorandum of Agreement - The Regents of the University of California (contractor) - 922/Family, School, and Community Partnerships Department (site/department)

Action Requested

Approval of Memorandum of Agreement between Oakland Unified School District and The Regents of the University of California. Services to be primarily provided to the Family, School, and Community Partnerships Department for the period of June 20, 2014 through July 11, 2014.

Background

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

For Summer 2014, the Developmental Teacher Education (DTE) Program at the University of California at Berkeley, will build upon its partnership with OUSD and the leadership team of New Highland Elementary School, to provide an intensive summer school that focuses on the integration of arts, content matter, and English Academic Language Development for K-5 students, with classes to be taught by teams of DTE teachers under the supervision of appropriate professionals. This project is designed to deepen our graduates' experience with arts-integrated instruction and with academic language development in diverse, urban communities, as well as to serve the needs of the children in those communities for high-quality summer instruction.

Discussion

One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Agreement between the District and The Regents of the University of California, Berkeley, CA, for the latter to provide an intensive summer school program that focuses on the integration of arts, content matter, and English Academic Language Development for K-5 students, with classes to be taught by teams of DTE teachers under the supervision of appropriate professionals for the summer learning program at New Highland Academy through the period of June 20, 2014 through July 11, 2014, at no cost to the District.

Recommendation

Approval of Memorandum of Agreement between Oakland Unified School District and The Regents of the University of California. Services to be primarily provided to the Family, School, and Community Partnerships Department for the period of June 20, 2014 through July 11, 2014.

Fiscal Impact

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

Attachments

- Memorandum of Agreement
- Certificate of Insurance
- Scope of Work

**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 The Regents of the University of California on behalf of the **UC Berkeley Developmental Teacher Education Program** [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. New Highland Academy
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.

The Developmental Teacher Education program runs a three-week summer school at New Highland Academy focused on both Academic English Language Development and Arts integration to content matter instruction.

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

The program is planned and taught by recently credentialed graduates of our teacher education program, with intensive coaching by UC-based instructional leaders, using rich curriculum developed by Lawrence Hall of Science.

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. **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 June 23 – July 11, 2014.

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

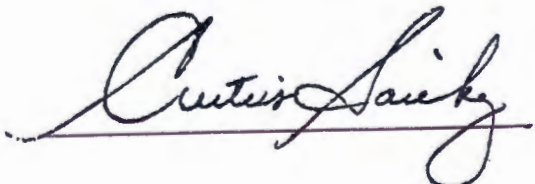
Each party to this MOU agrees to indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the 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: 7/24/14 (MM/DD/YYYY)

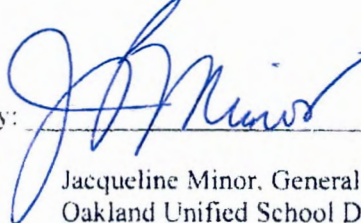
Sponsoring Department or Site Principal


By:  Dated: 6/27/2014 (MM/DD/YYYY)
The Regents of University of California (Print Name)

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8/28/14
David Kakishiba
President, Board of Education (CONTRACTOR)

Approved as to form and procedure

By:  Dated: 7/15/14 (MM/DD/YYYY)
Jacqueline Minor, General Counsel
Oakland Unified School District


8/28/14
Antwan Wilson
Secretary, Board of Education

File ID Number: 14-0932
Introduction Date: 8-27-14
Enactment Number: 14-1525
Enactment Date: 8-27-14
By:

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

I. Partics

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between New Highland Academy (SCHOOL) and Developmental Teacher Education Program [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:

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.

Summer school hours:

8:30AM – 12:30PM

June 23-July 11, 2014

Teachers on site for prep beginning June 18, 2014

IV. Space

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

- Kitchen
- Yes Cafeteria (without access to Kitchen equipment and facilities)
- Yes Gym
- Yes Classroom(s): (please list how many and which ones) – to be determined by school site
- Office(s)/Conference Room: (please list how many and which ones)
- Yes Yard/Outdoor Play area
- Other: _____

V. Communication

Please identify a contact person for CONTRACTOR:

Name	Elisa Salasin, Academic Coordinator
Address	4511 Tolman Hall, UC Berkeley, Berkeley CA 94720
Phone Number	510-642-7964; 443-562-1656
E-mail	Salasin@berkeley.edu

Please identify a contact person for the School site:

Name	Sam Nickelson
Address	New Highland Academy
Phone Number	510-384-1039
E-mail	Samuel Nickelsen <samuel.nickelsen@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: _____ Dated: _____ (MM/DD/YYYY)

Site Principal or Contact Person

By: _____ Dated: 6/27/2014 (MM/DD/YYYY)

The Regents of the University of California
CONTRACTOR

NO: 1314 - 206 GL

This certificate is issued to:

OAKLAND UNIFIED SCHOOL DISTRICT
ATTN: KEVIN TAYLOR
1000 BROADWAY, SUITE 295
OAKLAND, CA 94612

UNIVERSITY OF CALIFORNIA
OFFICE OF RISK SERVICES
2130 CENTER STREET SUITE 200
BERKELEY, CA 94720-4208
(510) 642-5141

UNIVERSITY OF CALIFORNIA CERTIFICATE OF SELF-INSURANCE

This is to certify that the University of California is self-insured for the following coverages:

Type of Coverage	Self-insured Limits
I. GENERAL LIABILITY:	
Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Other	
General Aggregate (Bodily Injury and Property Damage)	\$1,000,000
II. AUTOMOBILE LIABILITY:	
Vehicles Owned, Non-Owned or Hired (each occurrence)	\$1,000,000
III. SPECIAL TERMS AND CONDITIONS:	
This certificate is issued in connection with the Special Terms and Conditions attached hereto and hereby made a part of this Certificate.	

Should any of the above described programs of self-insurance be materially modified or cancelled before the expiration date shown below, the Regents of the University of California will give advance written notice to the named certificate holder.

DATE ISSUED: 4/16/2014

CERTIFICATE EXPIRES: 06/30/14



AUTHORIZED SIGNATURE
RISK MANAGER

ATTACHMENT TO CERTIFICATE 1314-206 GL

1. The **OAKLAND UNIFIED SCHOOL DISTRICT**, its officers, agents, and employees are hereby named as additional insureds, but only in connection with the Professional Services Agreement between the University of California, Berkeley's Center for Educational Partnerships and the **OAKLAND UNIFIED SCHOOL DISTRICT** for help with a district-wide approach to master schedule analysis, a-g course submissions, counselor professional development, and any necessary incidental purposes from March 10, 2014 through June 30, 2014.

This provision shall apply to claims, costs, injuries, or damages but only in proportion to and to the extent such claims, costs, injuries, or damages are caused by or result from the negligent acts or omissions of The Regents of the University of California, its officers, agents, or employees.

2. The insurance evidenced herein follows the provisions of the Bylaws and Standing Orders of The Regents of the University of California and self-insurance programs as administered by the University of California, Office of the President, Office of Risk Services, which do not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions than required under such Bylaws and Standing Orders shall invalidate this certificate.
3. This certificate shall be considered void unless the Professional Services Contract, attached hereto and hereby made part of this certificate, has been accepted by the insureds.
4. In the event of claims being made under any of the coverages of the policy or policies referred to herein by one or more insureds hereunder for which another or other insured hereunder may be liable, then the policy or policies shall cover such insured or insureds against whom a claim is made or may be made in the same manner as if separate policies had been issued to each insured hereunder. Nothing contained herein, however, shall operate to increase the insurer's or insurers' limits of liability as set forth in the insuring agreements.
5. The insurance evidenced on this/(the attached) Certificate of Insurance shall be primary insurance and not excess over or contributory with any other valid, existing or new applicable insurance in force for or on behalf of the **OAKLAND UNIFIED SCHOOL DISTRICT**.



Authorized Signature
University of California, Berkeley
Office of Risk Services

Date: April 16, 2014

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 7559

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

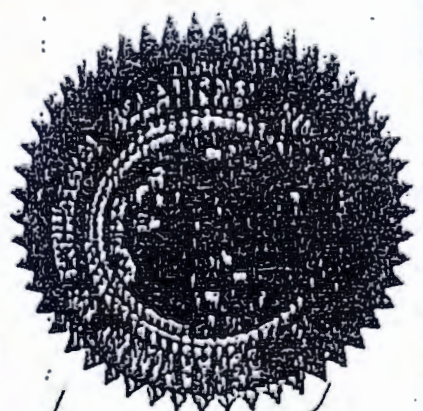

This certificate may be revoked at any time for good cause pursuant to Labor Code Section 3702.

EFFECTIVE March 1, 1993

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA



DIRECTOR

MANAGER, SELF-INSURANCE PLANS

SUPERCEDEKS CERTIFICATE NO. P-1344



To: Oakland Unified School District
From: UC Berkeley Center for Educational Partnerships (CEP)
Director of Operations, Christopher Mount
Re: Program Participants / Partnerships at OUSD – fingerprinting / TB testing
Date: March 23, 2014

All CEP employees and Advising Fellows working with School University Partnerships (SUP) or Destination College Advising Corps (DCAC) at OUSD that work with students are fingerprinted and cleared through UC Berkeley's LiveScan system as well as TB tested prior to service.

If there are any questions, please call me at (510) 643-0800.

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Approval by the Board of Education of a Professional Services Contract between the District and The Regents of the University of California, Berkeley, CA, for the latter to provide an intensive summer school program that focuses on the integration of arts, content matter, and English Academic Language Development for K-5 students, with classes to be taught by teams of DTE teachers under the supervision of appropriate professionals for the summer learning program at New Highland Academy through the period of June 20, 2014 through July 11, 2014, at no cost to the District.

SCOPE OF WORK

The Regents of the University of California will provide a maximum of _____ hours of services at a rate of \$0.00 per hour for a total not to exceed \$ 0. Services are anticipated to begin on 06/20/2014 and end on 07/11/2014.

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what this Contractor will do.

For Summer 2014, the Developmental Teacher Education (DTE) Program at the University of California at Berkeley, will build upon its partnership with OUSD and the leadership team of New Highland Elementary School, to provide an intensive summer school that focuses on the integration of arts, content matter, and English Academic Language Development for K-5 students, with classes to be taught by teams of DTE teachers under the supervision of appropriate professionals. This project is designed to deepen our graduates' experience with arts-integrated instruction and with academic language development in diverse, urban communities, as well as to serve the needs of the children in those communities for high-quality summer instruction.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Using the OUSD Summer Learning Goals as a guide, state 2-4 Agency/Site Youth Learning Goals for your Summer Program:

All Kindergarten students will make growth in recognizing and naming lower and upper case letters of the alphabet.

First Grade students will progress in their ability to decode regularly spelled one-syllable words.

Second Grade students will be able to ask and answer such questions as who, what, where, when, why, and how to demonstrate understanding of key details in a text.

Third Grade students will be able to ask and answer questions to demonstrate understanding of a text, referring explicitly to the text as a basis for the answers.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district