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Enactment Date	



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Devin Dillon, Ph.D., Interim Superintendent

Board Meeting Date -

Subject Memorandum of Agreement - BAY-Peace: Better Alternatives for Youth - (contractor) - Community Partnerships Unit - 922/Community Schools and Student Services Department (site/department)

Action Requested Approval of a Memorandum of Agreement between the Oakland Unified School District and BAY-Peace: Better Alternatives for Youth, Oakland, CA, to be primarily provided at West Oakland Middle School on March 22, 2017.

Background

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

BAY-Peace will lead workshops around Theater of the Oppressed and other Liberatory Arts modalities to deepen restorative justice work at schools. Leilai Salvador-Jones is the Arts and Program Manager who will be conducting the bi-weekly workshops.

Discussion

One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Agreement between the District and BAY-Peace: Better Alternatives for Youth, Oakland, CA, for the latter to provide leads workshops around Theater of the Oppressed and other Liberatory Arts modalities to deepen restorative justice work at schools at West Oakland Middle School, via the Community Schools and Student Services Department, on March 22, 2017, at no cost to the District.

Recommendation

Approval of a Memorandum of Agreement between Oakland Unified School District and BAY-Peace: Better Alternatives for Youth. Contractual services to be primarily provided at West Oakland Middle School on March 22, 2017.

Fiscal Impact

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

Attachments

Memorandum of Agreement
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. 17-0641

Department: 922/Community Schools and Student Services Department

Vendor Name: BAY-Peace: Better Alternatives for Youth

Contract Term: Start Date: 03/22/2017 End Date: 03/22/2020

Annual Cost: \$ 0

Approved by: Andrea Bustamante

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

School site selected partner for In-Kind agreement.

Summarize the services this Vendor will be providing.

BAY-Peace leads workshops around Theater of the Oppressed and other Liberatory Art modalities to deepen restorative justice work at schools.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

No fee for services; In-Kind partnership.

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 \$87,800 (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 [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 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 PARTNER ORGANIZATION
OR INDIVIDUAL AND OAKLAND UNIFIED SCHOOL DISTRICT**

I. Parties

The purpose of this Memorandum of Understanding (“MOU”) is to establish a relationship between Oakland Unified School District (“OUSD”) and BAY-Peace: Better Alternatives for Youth [CONTRACTOR—name of your organization].

WHEREAS, the CONTRACTOR’s services or program described in this MOU will be provided at no cost to OUSD, the students, or the parents; and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said program(s) selected in Section II of the MOU.

II. Program Name(s)

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

BAY-Peace: Better Alternatives for Youth

III. CONTRACTOR Responsibilities/Scope of Services

A. Provide a description of the services that your program(s) will be providing to OUSD. Please be specific by answering all of the following questions.

1. A brief description of the type of services your program(s) generally provides.

BAY-Peace leads workshops around Theater of the Oppressed and other Liberatory Art modalities

to deepen restorative justice work at schools.

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

Leilai Salvador-Jones is the Arts and Program Manager at BAY-Peace who will be conducting the

bi-weekly workshops. She has been doing Liberation Arts and Theater of the Oppressed work with

BAY-Peace for well over a year. Leilani also held a similar progra with West Oakland Middle School

for the 15-16 school year.

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

- Ensure a high quality instructional core
 - Develop student's social health/skills
 - Develop student's emotional health
 - Develop student's physical health
 - Develop student's cognitive and academic skills
 - Create equitable opportunities for learning
 - Ensure, maintain, or support high quality and effective instruction
 - Prepare students for success in college and careers
 - Help ensure, create, and/or sustain safe, healthy and supportive schools
 - Create accountability for quality
 - Help create full service community schools in OUSD
 - Increase, raise graduation rates
 - Other: _____
- _____
- _____

B. Ensure that all CONTRACTOR personnel, including subcontractors, will comply with any policy and systems in place at OUSD and School(s). This includes, but is not limited to the following:

1. **Drug and Smoke Free**—No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these School(s).
 2. **Anti-Discrimination**—It is the policy of OUSD that in connection with CONTRACTOR's services in this MOU there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, the CONTRACTOR agrees to comply with applicable Federal and California laws.
 3. **Conflict of Interest**—CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alert OUSD in writing if and when a potential conflict does arise.
 4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records.
- C. **TB and Fingerprinting Clearance**—Ensure that all CONTRACTOR personnel, including subcontractors, who will be on OUSD premises have been: (a) fingerprinted; (b) submitted to DOJ and FBI criminal background check via Live Scan or a similar service as required by the Education Code, and (c) taken a tuberculosis test during the current fiscal year. Please see **Section IV** for the relevant documentation that is required.
- D. **Insurance**
1. **General Liability: EITHER** (a) CONTRACTOR maintains general liability insurance that names OUSD as an additional insured, for operations, students, volunteers, and personnel at location where CONTRACTOR provides programs/services with at least \$1 Million in coverage, and furnish certificate of said insurance to OUSD **OR** (b) CONTRACTOR is not required to maintain general liability insurance under this agreement if the Risk Management Officer signs a waiver of insurance. Please see **Section IV** for the relevant documentation that is required.
 2. **Workers' Compensation:** If CONTRACTOR employs any person to perform work in connection with this MOU, CONTRACTOR shall procure and

maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and federal laws, when applicable. The CONTRACTORS' Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Please see **Section IV** for the relevant documentation that is required.

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

- E. **Communication**—Communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the CONTRACTOR'S services are aligned with the School(s) and OUSD's mission and objectives and are adequately meeting student's needs. At the request of School(s) or OUSD staff, provide reasonable data and information to students participating in the CONTRACTOR's program.
- F. **Confidentiality**—CONTRACTOR shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of OUSD. CONTRACTOR will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so long as there is no information from which the identity of any student in the CONTRACTOR's program as a participant could be made.
- G. **Register With/Update Community Partner Platform**—Contractor shall register in OUSD's Community Partner Platform database and perform annual updates *by August 31 of each year*, to maintain full and complete up-to-date information.

IV. Required Documents

CONTRACTOR CANNOT commence the services agreed to in this MOU until it has submitted the following documents:

A. TB and Fingerprinting Clearance:

Contractor (Individual):

- Submit clearance letter from authorized agency verifying individual has been Fingerprinted/Criminal Background Checked for this current fiscal year. Additionally, please provide documentation from health care provider showing negative TB status of individual within the last four years.

Contractor (Agency):

- Attach clearance letter from Agency/Community-Based Organization/Non-Profit Organization on agency letterhead verifying all personnel, including subcontractors, have been Fingerprinted/Criminal Background Checked and have TB clearance for this current fiscal year and signed by authorized personnel.

B. Insurance:

Contractor (Individual/Agency):

- Please attach documentation of either proof of insurance, or a waiver signed by the Risk Management Officer. The additional insured address must read: Oakland Unified School District, Attention: Risk Management, 1000 Broadway Suite 440, Oakland, CA 94607. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

V. **Responsibilities of Oakland Unified School District**

- A. **Space**—Provide a suitable classroom or space at the participating School(s), to be agreed upon by School(s) and the CONTRACTOR.
- B. **Janitorial Service**—Provide necessary services to maintain this space, including janitorial services, maintenance, utilities, and technology support.
- C. **Data**—Ensure that CONTRACTOR has reasonable access to student assessment and evaluation data necessary to inform instruction and periodically review student progress and to provide the study.
 - 1. For the purpose of cohort determination, for instructional purposes, or for academic research purposes, at the sole discretion of OUSD, provide CONTRACTOR access to student assessment data for all students at School(s) including, but not limited to, state test scores and site-based assessments. Students identified may be protected by the use of ID numbers.
 - 2. Provide CONTRACTOR with any other student information reasonably necessary to provide its services consistent with the CONTRACTOR's program and to evaluate the impact of its program on students at School(s).

VI. Duration

This MOU is for the 03/22/2017 -- 03/22/2020 period.
[Insert mm/dd/year] [Insert mm/dd/year]

VII. Termination

Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This agreement may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

VIII. Defense/Indemnity/Hold Harmless

Each party to this MOU agrees to defend, indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.

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

By: [Signature] Dated: 3/24/17 (MM/DD/YYYY)
MARTIN YOUNG, PARTNERSHIPS MANAGER (Print Name & Title)
COMMUNITY SCHOOLS STUDENT SERVICES (Sponsoring OUSD Department)

By: [Signature] Dated: 03/22/2017 (MM/DD/YYYY)
Tierney Yates, Operations Manager (Print Name & Title)
BAY-Peace: Better Alternatives for Youth (CONTRACTOR—Org. Name)

Approved as to form and procedure

By: [Signature] Dated: 4/10/17 (MM/DD/YYYY)

Michael L. Smith, Deputy General Counsel
Oakland Unified School District



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/15/2017

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 Calendar-Robinson Company, Inc. FB0267063 300 Montgomery St., Suite 888 San Francisco CA 94104		CONTACT NAME: Katherine Berkman PHONE: (415) 978-3800 FAX: (415) 978-3825 E-MAIL ADDRESS: kberkman@calrob.com	
INSURED Peace Development Fund P.O. Box 40250 San Francisco CA 94140		INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits' Insurance Alliance of INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1681516251 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 LTR	TYPE OF INSURANCE	ADOL SUBR (P/SD) (NFO)	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		2016-37395-NFO	8/16/2016	8/16/2017	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 \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		2016-37395-NFO	8/16/2016	8/16/2017	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<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		2016-37395-UMB-NFO	8/16/2016	8/16/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	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				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedules, may be attached if more space is required)
 Re: Use of facility for workshops

Certificate holder is included as additional insured as per the attached endorsement

CERTIFICATE HOLDER Oakland Unified School District Attn: Risk Management 1000 Broadway #440 Oakland, CA 94607	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 Katherine Berkman/KEB <i>Katherine Berkman</i>
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Clearance Letter for OUSD and BAY-Peace Partnership

Oakland Unified School District
1000 Broadway Suite 680
Oakland, CA 94607
Phone: (510) 879-8200

This letter is in reference to the Restorative Justice Workshops that will be taking place at West Oakland Middle School with BAY-Peace staff.

This document informs Oakland Unified School District that the BAY-Peace employees below have been screened for TB, fingerprinted by the FBI and California DOJ, and are cleared.

BAY-Peace Employee's:

- Leilani Salvador-Jones, Arts and Programs Manager
- Tierney Yates, Operations Manager

If there are any further questions, please do not hesitate to reach out at the below email or phone number.

Sincerely,

Tierney Yates - Operations Manager
BAY-Peace: Better Alternatives for Youth
610 16th St #322
Oakland, CA 94612



Scope of Work for BAY-Peace and West Oakland Middle School Restorative Justice Workshops

This document is to establish the scope of work for the Restorative Justice workshops that will take place at West Oakland Middle School. Below will illustrate a summary of the services BAY-Peace will provide and the outcomes we hope to gain from the workshops.

BAY-Peace will provide the following services:

1. Lead bi-weekly workshops to train the Restorative Justice group at West Oakland Middle School around concepts of Theater of the Oppressed and other Liberatory Arts modalities to deepen the restorative justice work taking place there.
2. Maintain a safe space that allows facilitators, students, and staff to speak freely and openly about their experiences.

BAY-Peace outcomes for the Restorative Justice Workshops:

1. Students will leave the program knowing what Theater of the Oppressed is and how it relates to Social Justice.
2. Students will be able to identify solutions for issues in their communities.
3. Students will learn how to facilitate workshops.
4. Students will learn how to use spoken word and theater to express themselves.



BAY-Peace Statement of Qualifications in Partnership with OUSD

BAY-Peace supports and empowers Bay Area youth to transform militarism and other forms of violence through youth organizing, artistic resistance, and vocational development. Established in 2007, BAY-Peace has made its mission to uplift youth and provide them with leadership opportunities in their community. We offer a holistic youth leadership program that integrates socio-political education, artistic expression, community organizing, healing and personal transformation.

BAY-Peace works with high-school students of color living in OPD's designated high-stress areas plagued by violence, poverty and instability. Some of our youth come from immigrant families and have also been impacted by different forms of structural violence from immigration customs and deportation. to a loved one being incarcerated to police brutality to street/domestic violence.

BAY-Peace has been involved in Restorative Justice workshops for multiple years and most recently worked with four OUSD middle schools through the 2014-2015 school year. These workshops were focused around Theater of the Oppressed and other Liberatory Arts modalities.

We are looking to continue the work we began in 2014-2015 with a new group of students at West Oakland Middle School. We would be focusing on six workshops happening bi-weekly with the Restorative Justice group at West Oakland Middle School.