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Introduction Date	3-25-15
Enactment Number	15-0408
Enactment Date	3/25/15 002



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date 3/25/15

(To be completed by Procurement)

Subject Memorandum of Agreement - Step to STEM, Inc. - (contractor) - Community Partnerships - 922/Community Schools and Student Services Department (site/department)

Action Requested Approval of a Memorandum of Agreement between the Oakland Unified School District and Step to STEM, Inc., Oakland, CA, to be primarily provided via the Community Schools and Student Services Department for the period of December 1, 2014 through June 30, 2015.

Background
A one paragraph explanation of why the consultant's services are needed.
The Full Service Community Schools Task Force recommended that OUSD create a Community Partnerships Workgroup. This Workgroup was charged with developing systems to more effectively and transparently manage district-partner and site-partner relationships. The partner workgroup developed tools to assist partners to formally register with the school district. The MOU is part of that process to verify partner programs align with school district goals.

Discussion
One paragraph summary of the scope of work.
Approval by the Board of Education of a Memorandum of Agreement between the District and Step to STEM, Inc., Oakland, CA, for the latter as a community partner to provide science programming to identified schools for the period of December 1, 2014 through June 30, 2015, at no cost to the District.

Recommendation Approval of a Memorandum of Agreement between Oakland Unified School District and Step to STEM, Inc. Contractual services to be provided by the Community Schools and Student Services Department for the period of December 1, 2014 through June 30, 2015.

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

Attachments Memorandum of Agreement
Certificate of Insurance
Statement of Qualifications

**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 ___Step to STEM, Inc._____
[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. _____Monterea Middle School_____
2. _____Urban Promise Academy_____
3. _____Alliance Academy_____
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.

After School math tutoring. Common Core-based STEM projects. Role model guest speakers working in STEM careers. Summer programs to accelerate students' standardized test performance beyond grade level_____

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

____ Math tutoring to be conducted by experienced math teachers, and role

model tutors currently working in STEM careers. _____

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 510.879.8588. 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 Personnel:

- Completion of Pre-Consultant Screening Process—Attach a letter from Procurement 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.

B. Contractor:

- Insurance—see Section III(D) for specifications. Please attach documentation of either proof of insurance, or a waiver signed by the Risk Management Officer.

V. Responsibilities of Oakland Unified School District

- A. **Space**—Provide a suitable classroom or space at the participating School(s), to be agreed upon by School(s) and the CONTRACTOR.
- B. **Janitorial Service**—Provide necessary services to maintain this space, including janitorial services, maintenance, utilities, and technology support.
- C. **Data**—Ensure that CONTRACTOR has reasonable access to student assessment and evaluation data necessary to inform instruction and periodically review student progress and to provide the study.
 - 1. For the purpose of cohort determination, for instructional purposes, or for academic research purposes, at the sole discretion of OUSD, provide CONTRACTOR access to student assessment data for all students at School(s) including, but not limited to, California Standards Test (CST)

scores and site-based assessments. Students identified may be protected by the use of ID numbers.

2. Provide CONTRACTOR with any other student information reasonably necessary to provide its services consistent with the CONTRACTOR's program and to evaluate the impact of its program on students at School(s).

VI. Duration

This MOU is for the _____ 2014 _____ -- _____ 2015 _____ school year.

VII. Termination

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

VIII. Hold Harmless/Indemnity

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

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

By:  Dated: 2/24/2015 (MM/DD/YYYY)

Sponsoring Department or Site Principal

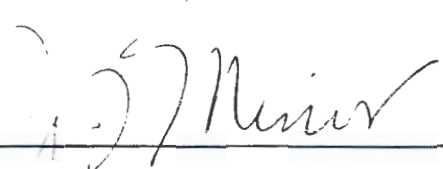
By:  Dated: 12/17/2014 (MM/DD/YYYY)

Philip L. Patrick (Print Name)

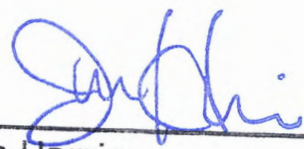
Step 40 STEM, Inc. (CONTRACTOR)

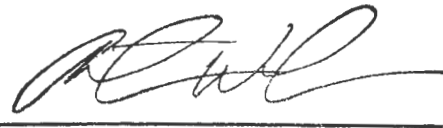


Approved as to form and procedure

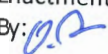
By:  Dated: 3/1/15 (MM/DD/YYYY)

Jacqueline Minor, General Counsel
Oakland Unified School District


James Harris
President, Board of Education


Antwan Wilson
Secretary, Board of Education

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

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By: 



Step to STEM, Inc.

Talent is everywhere we motivate and prepare



STEM jobs are projected to grow well into the future

The STEM workforce is exploding and is expected to continue to grow well into the future. Nearly 80% of future careers will require some STEM skills.

- Afterschool Alliance

STEM jobs pay more

65 % of those with Bachelors' degrees in STEM fields earn more than Master's degrees in non-STEM occupations. In fact, 47 percent of Bachelor's degrees in STEM occupations earn more than PhDs in non-STEM occupations.

Need to Increase underrepresented minorities

43% of school-age children today are of African-American, Latino or Native American decent, yet of all the engineering degrees in the US, less than 15% are awarded to these underrepresented minorities.

For more information, email:

info@steptostem.org

"All that is valuable in human society depends upon the opportunity for development accorded the individual."

- Albert Einstein

Our Programs

Our afterschool and Summer math tutoring and career exposure programs complement school-day learning, engage and motivate participants, and stimulate our youths' interest in STEM fields.

Our high-quality STEM afterschool programs target underrepresented minority youth to produce a variety of positive outcomes:

- Improved attitudes toward STEM fields and careers
- Increased STEM capacities and skills
- Higher likelihood of graduation and pursuing a STEM career

Our Mission

Our mission is to prepare and motivate underrepresented minority youth to pursue a STEM degree program by providing:

- Afterschool math tutoring
- New Common Core-based STEM project classes
- Role model guest speakers working in STEM careers
- Healthy snacks and meals
- Field trips to companies with STEM careers
- Summer programs to accelerate students' standardize test performance beyond grade level

[HOME](#)[VISION + MISSION + GOALS](#)[ABOUT US](#)[PARTNERS](#)[VOLUNTEER](#)

ABOUT US

Step to STEM, Inc. is a non profit public benefit organization providing academic support and STEM career exposure to underrepresented minority youth. We match volunteer professionals with student in our members of sixth grade cohorts for superior math tutoring sessions. We work closely with on campus teachers, not only providing experienced afterschool math tutors, but also providing application of of mathematics aligned with common core assessment and career exposure designed to contribute to improved academic performance, intrinsically motivate academic achievement and stimulate interest in STEM careers. Metrics based on state-administered standardized testing is used to measure the quality of our academic support provided and identify areas of continuous improvement. It is the intent that each cohort receives support for six years through the end of their junior year in high school.

LEADERSHIP TEAM

- Phil Patrick, **Executive Director**
- Ken Brown, **Treasurer**
- Dave Norris, **Program Manager**
- Albert Orozco, **IT Manager**

BOARD OF DIRECTORS

- Jerome Abernathy, Chief Investment Officer, **Stonebrook Investments**
- Maynard Holliday, Co-Founder, **Robot Garden**
- Charleston Cone, MD, Medical Director, **Pathways Home Health, Hospice & Private Duty**

ADVISORY COMMITTEE

- Melvin MacArthur, Vice President, **AT&T**
- James White, CEO, **Jamba Juice**
- Damian Rouson, PhD, Managing Director and Lecturer, **Stanford University**
- Marcel Baker, Assistant Principal, **Alliance Academy Middle School**

STEP TO STEM

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VISION

Our Vision is that all underrepresented minority youth be prepared and intrinsically motivated to enter a STEM degree program.

MISSION

Our Mission is to prepare and motivate underrepresented minority youth to pursue a STEM degree program by providing superior:

- Afterschool math tutoring
- Healthy snacks and meals
- Field trips to companies with STEM careers
- New Common Core-based STEM projects
- Role model guest speakers working in STEM careers
- Summer programs to accelerate students' standardize test performance beyond grade level

GOALS

Our goals are to see

- 80% of each 6th grade cohort score Proficient or Advanced on STAR math section by 9th grade
- 80% gain acceptance into a STEM degree program

STEM

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SAM Search Results
List of records matching your search for :

Search Term : Step* to STEM* Inc.*
Record Status: Active

No Search Results

SAM Search Results
List of records matching your search for :

Search Term : SteptoSTEM* Inc.*
Record Status: Active

No Search Results




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  KIM HOLLAND INSURANCE 897 E LEWELLING BLVD HAYWARD, CA 94541	CONTACT NAME: JENNIFER GILLETTE PHONE (A/C, No, Ext): 510-481-2735 E-MAIL ADDRESS:	FAX (A/C, No): 510-481-3913
	INSURER(S) AFFORDING COVERAGE	
INSURED STEP TO STEM INC 333 E 8TH ST OAKLAND, CA 94606	INSURER A: State Farm General Insurance Company	NAIC # 25151
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 LTR	TYPE OF INSURANCE	ADDL SUBR (NSD, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> MISC. BUSINESS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	97-CG-G295-9	11/10/2014	11/10/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			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 Schedule, may be attached if more space is required)
 CERTIFICATE HOLDER AS ADDITIONAL INSURED

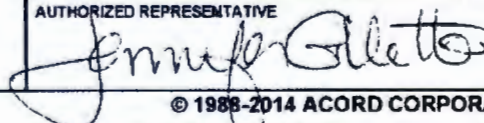
CERTIFICATE HOLDER

Oakland Unified School District
 Attention: Risk Management
 900 High Street
 Oakland, CA 94601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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