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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Board Meeting Date March 28, 2018
(To be completed by Procurement)

Subject Memorandum of Understanding - Alameda County Office of Education (contractor) - Oakland Unified School District (site/department)

Action Requested Approval by the Board of Education of the Memorandum of Understanding between the District and Alameda County Office of Education. Services to be primarily provided to Oakland Unified School District for the period of July 1, 2017 through June 30, 2018.

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

Bay Area Community Services, Thunder Road Youth Services, helps change the narrative for youth struggling with substance use and mental health issues. Thunder Road Youth Services use targeted interventions, making sure that youth who need help have a community of support. They prioritize wellness and recovery, using a harm-reduction and person-centered philosophy to guide our services. Services include a full range of residential and outpatient programs. Thunder Road Residential Programs provide a transformational intervention experience which are community-restoring, family-driven, and safety-oriented. Supports include therapy groups, anger management, relapse prevention, one-on-one time with a recovery counselor, and psychiatric services. Outpatient Programs empower youth and their families to take an active role in their treatment through a collaborative treatment planning process, and facilitate ongoing relapse prevention and wellness through individualized and group activities.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding between District and Alameda County Office of Education, Hayward, CA, for the latter to provide instructional programs for district resident pupils who reside in a group home setting or medical facility within the boundaries of the Oakland Unified School District for the period of July 1, 2017 through June 30, 2018, in an amount not to exceed \$300,000.00.

Recommendation Approval by the Board of Education of a Memorandum of Understanding between the District and Alameda County Office of Education. Services to be primarily provided to the Oakland Unified School District for the period of July 1, 2017 through June 30, 2018.

Fiscal Impact Funding resource name (please spell out): 7142/Special Education-Other Tuition to Counties in an amount not to exceed \$300,000.00.

Attachments

- Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ALAMEDA COUNTY OFFICE OF EDUCATION
AND THE
OAKLAND UNIFIED SCHOOL DISTRICT

**2017-18
THUNDER ROAD PROGRAM AGREEMENT**

This Agreement, entered into this 7th day of February 2018, between the Oakland Unified School District, 1000 Broadway, Suite 680, Oakland, County of Alameda, State of California, hereinafter referred to as OUSD, and the Alameda County Office of Education, 313 West Winton Avenue, Hayward, County of Alameda, State of California, hereinafter referred to as ACOE:

WHEREAS, OUSD is required to provide instructional programs for district resident pupils who reside in a group home setting or medical facility within the boundaries of the Oakland Unified School District, and;

WHEREAS, OUSD receives an annual apportionment from the State of California for the 50 beds located at the Thunder Road Adolescent Treatment Center ("Thunder Road"), a severity Level 12 facility as set forth under Education Code section 56836.165, and;

WHEREAS, the annual apportionment rate for the 2017-18 school year is \$16,100 per bed located in a Level 12 facility, for a total of \$805,000, and;

WHEREAS, OUSD has selected to contract out for the provision of the instructional program for its students at Thunder Road, and;

WHEREAS, ACOE has agreed to provide the Thunder Road instructional program upon the terms and conditions hereafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set, the Parties agree as follows:

A. ACOE agrees:

1. To operate the school program in facilities located at 390 40th Street, Oakland, CA;
2. To be responsible for meeting regular and special educational needs for students enrolled in the program;
3. To maintain attendance, student records, and all other legal records required of schools by California State Education Code;
4. To be responsible for any cost related to the auditing of ACOE's attendance data;


5. To maintain certification and continue operation under CDS code 01100170130419 and WASC accreditation;
- B. OUSD shall:
1. Pay to ACOE \$300,000 for up to 17 occupied beds for the 2017-18 school year;
 2. Pay to ACOE \$16,100 for each additional bed occupied before June 30, 2018, up to 50 beds, for the 2017-18 school year;
 3. The payment of the 2017-18 funds will be processed by electronic funds transfer at the County Treasury by ACOE on or about March 1, 2018.
- C. The term of the Agreement shall be for the period of July 1, 2017 through June 30, 2018 and shall be renewed for successive fiscal years thereafter upon mutual written consent of the Parties by March 1 of the preceding fiscal year (e.g. March 1, 2018 for 2018-2019 fiscal year).
- D. Each party may terminate this Agreement for cause should the other party fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor.
- E. The Parties acknowledge that the instructional services covered by this Agreement have been supplied by ACOE since July 1, 1993 (previous agreements from July 1, 1990). Each Party hereby agrees to execute all necessary documents required to carry out the intent and purpose of this Agreement.
- F. The obligations of ACOE under this Agreement shall not be assigned by ACOE without the express prior written consent of OUSD.
- G. ACOE agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. ACOE also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to ACOE in connection with the performance of this Agreement. This provision survives termination of this Agreement.
- H. By signing this Agreement, ACOE certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
1. ACOE affirms that each employee servicing District students has current proof of negative TB testing on file and TB results are monitored.
 2. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to ACOE's services under this Agreement and ACOE certifies its compliance with these provisions as follows: "ACOE certifies that ACOE has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all of ACOE's employees, subcontractors, agents, and subcontractors' employees or agents

("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of ACOE, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. ACOE further certifies that it has received and reviewed fingerprint results for each of its Employees and ACOE has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services under this Agreement.

- I. OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to ACOE absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- J. If the OUSD Governing Board does not formally approve this Agreement before March 1, 2018, ACOE will cease operation of the Thunder Road instructional program on March 1, 2018.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto who have caused their corporate names to be signed by their duly authorized officers.

Alameda County Office of Education

BY: 
L. Karen Monroe
Superintendent, ACOE

Dated: 2.7.18

Oakland Unified School District


BY: 
Superintendent or Designee, OUSD

Dated: 2.7.18

BY: 
President, Board of Education

Dated: 5/10/18

Form approved by:

By: 
Andrea Epps
OUSD Attorney

Dated: 3/12/17

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

Thunder Road Youth Services

BACS' Intensive Youth Services empowers youth to recover from substance use through intensive inpatient and outpatient services.

BACS' Youth Services help change the narrative for youth struggling with substance use and mental health issues. These programs target those who would otherwise slip through the cracks of our community. Mental health and substance use issues can trap youth in the criminal justice system before they are adults, without giving them a chance to succeed. Thunder Road Youth Services use targeted interventions, making sure that youth who need help have a community of support. We prioritize wellness and recovery, using a harm-reduction and person-centered philosophy to guide our services. Services include short-term residential treatment, a full range of outpatient services, an on-site high school, and an innovative Culinary Arts Institute, which allows clients to earn high school credits as they receive vocational training.

Thunder Road Residential Programs

Our residential programs provide a transformational intervention experience. Our services are community-restoring, family-driven, and safety-oriented. Supports include therapy groups, anger management, relapse prevention, one-on-one time with a recovery counselor, and psychiatric services

Thunder Road Outpatient Programs

Our outpatient programs empower youth and their families to take an active role in their treatment through a collaborative treatment planning process, and facilitate ongoing relapse prevention and wellness through individualized and group activities

Thunder Road has provided substance use and chemical dependency treatment to more than 7,000 adolescents and their families since 1987.

For more information, contact Thunder Road at [510.653.5040](tel:510.653.5040)



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2017-2018

Basic Directions

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

1. Contractor and OUSD Administrator reach agreement about scope of work and compensation.
2. Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding.
3. OUSD Administrator verifies contractor does not appear on the Excluded Parties List.
4. OUSD contract originator creates the requisition on IFAS.
5. Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

Agency Information

Agency Name	Alameda County Office of Education	Agency's Contact Person	Dan Bellino
Street Address	313 West Winton Avenue		Title
City	Hayward		Telephone
State	CA	Zip Code	94544
		Email	dbellino@acoe.org
OUSD Vendor Number	V024269		
Attachments	<input type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Program Planning Tool and Budget <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (www.sam.gov/portal/public/Sam/)		

Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	July 1, 2017	Date work will end	June 30, 2018	Total Contract Amount	\$ 300,000.00
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Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
7142	Special Education	9755900415	5825	\$ 300,000.00	R0183346
			5825	\$	
			5825	\$	
			5825	\$	

OUSD Contract Originator Information

Name of OUSD Contact	Sondra Aguilera	Email	sondra.aguilera@ousd.org		
Telephone	510-879-8156	Fax	510-879-3687		
Site/Dept. Name	975/Special Education				

Approval and Routing (in order of approval steps)

Services cannot be provided before the MOU 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.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov>)

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator	<i>Sondra Aguilera</i>		
2. Resource Manager			
3. Network Superintendent/Deputy Chief/Exec Dir.			
4. Cabinet (DSASEL, SBO, CFO)			
5. Board of Education or Superintendent	<i>[Signature]</i>		
Procurement	Date Received		