

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	17-2436
Introduction Date	12/13/17
Enactment Number	
Enactment Date	



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools. Thriving Students.

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent

**Board Meeting Date**

**Subject** **Professional Services Contract**  
**Contractor:** East Bay College Fund, Oakland, CA  
**Services for:** 912-Office of Post-Secondary Readiness

**Action Requested and Recommendation** Approval by the Board of Education of a Professional Services Contract between the District and East Bay College Fund (EBCF), Oakland, CA, for the latter to provide:

The 4 high school Future Centers are college and career advising hubs that are aligned with the district’s strategic plan and commitment to college and career success for all students. Future Centers help students take ownership of their own education by knowing what they need in order to graduate high school and get to and graduate college. High school Future Centers focus on college access and help school teams ensure students are on-track to graduate (w/ A-G requirements) through support with transcript advising, college applications, scholarship applications and FAFSA/DREAM Act applications. They provide opportunities to personalize the support and coaching students receive as they plan their college and career experience. Lastly, Future Centers are college and career advising hubs for other college access partners; a place for various partners to come together and coordinate services to ensure every student is receiving supports and minimize duplication.

**Background** Consultant has expertise and knowledge in supporting schools develop college going culture with measurable outcomes in schools that involves whole staff, parents, and community members.

**Discussion** Approval by the Board of Education of a Professional Services Contract between the District and East Bay College Fund (EBCF), Oakland, CA, for the latter to provide:

The 4 high school Future Centers are college and career advising hubs that are aligned with the district's strategic plan and commitment to college and career success for all students. Future Centers help students take ownership of their own education by knowing what they need in order to graduate high school and get to and graduate college. High school Future Centers focus on college access and help school teams ensure students are on-track to graduate (w/ A-G requirements) through support with transcript advising, college applications, scholarship applications and FAFSA/DREAM Act applications. They provide opportunities to personalize the support and coaching students receive as they plan their college and career experience. Lastly, Future Centers are college and career advising hubs for other college access partners; a place for various partners to come together and coordinate services to ensure every student is receiving supports and minimize duplication for the period of December 15, 2017 through June 30, 2018 in the amount not to exceed \$15,000.

**Fiscal Impact**

Unrestricted funding source not to exceed \$15,000 for site contribution and site budget allocation.

**Attachments**

Professional Services Contract including Memorandum of Understanding and Scope of Work



## CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office  
With *Every* Consent Agenda Contract.**

**Legislative File ID No.** 17-2436

**Department:** Office of Post Secondary Readiness (OPSR)

**Vendor Name:** East Bay College Fund

**Contract Term:** Start Date: 12/15/2017 End Date: 6/30/2018

**Annual Cost:** \$ \$15,000

**Approved by:** \_\_\_\_\_

**Is Vendor a local Oakland business?** Yes  No

**Why was this Vendor selected?**

Consultant has expertise and knowledge in supporting schools develop college going culture with measurable outcomes in schools that involves whole staff, parents, and community members.

**Summarize the services this Vendor will be providing.**

The 4 high school Future Centers are college and career advising hubs that are aligned with the district's strategic plan and commitment to college and career success for all students. Future Centers help students take ownership of their own education by knowing what they need in order to graduate high school and get to and graduate college. High school Future Centers focus on college access and help school teams ensure students are on-track to graduate (w/ A-G requirements) through support with transcript advising, college applications, scholarship applications and FAFSA/DREAM Act applications. They provide opportunities to personalize the support and coaching students receive as they plan their college and career experience. Lastly, Future Centers are college and career advising hubs for other college access partners; a place for various partners to come together and coordinate services to ensure every student is receiving supports and minimize duplication.

**Was this contract competitively bid?** Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

Consultant has expertise and knowledge in supporting schools develop college going culture with measurable outcomes in schools that involves whole staff, parents, and community members. Consultant is also a partner of the Oakland Promise and the price was approved and agreed upon by site leadership to have "skin in the game."

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 \$86,000 (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
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 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**

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**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

**PROFESSIONAL SERVICES CONTRACT 2017-2018**

This Agreement is entered into between the East Bay College Fund (EBCF) (CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in "**Memorandum of Understanding, Exhibit "A" and Exhibit "B"**", attached hereto and incorporated herein by reference.
- Terms:** The term of this agreement shall be December 15, 2017. The work shall be completed no later than June 30, 2018.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed \$15,000 Dollars (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$88,300 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$88,300, whichever is later), at an hourly billing rate not to exceed N/A per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N/A.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by CONTRACTOR without delay.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A

**5. CONTRACTOR Qualifications / Performance of Services:**

**CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

**Standard of Care:** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.



**Professional Services Contract**

6. **Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address,

Rev. 6/6/2016 v1

Requisition No. \_\_\_\_\_

P.O. No. \_\_\_\_\_

invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.

7. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

**OUSD Representative:**

**CONTRACTOR:**

Name: BERNARD MCCUNE \_\_\_\_\_

Name: Diane Dodge

Site /Dept.: 912-OFFICE OF POSTSECONDARY EDUCATION\_  
Address: 1000 BROADWAY, SUITE 600, OAKLAND, CA 94607\_

Title: Executive Director, East Bay College Fund  
Address: 2030 Franklin St. #210, Oakland CA 94612

Phone: 510-879-3276 \_\_\_\_\_

Phone: 510-836-8900 \_\_\_\_\_

Email: bernard.mccune@ousd.org \_\_\_\_\_

Email: diane@eastbaycollegefund.org \_\_\_\_\_

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

i. If CONTRACTOR employs any person to perform work in connection with this Agreement, 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. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

**Professional Services Contract**

10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
13. **Drug-Free / Smoke Free Policy:** 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 controlled substances, alcohol or tobacco on these sites.
14. **Indemnification:** CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
  1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
  2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR'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 CONTRACTOR, 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. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this Agreement."

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

Professional Services Contract

19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.
27. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
28. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
29. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
30. **Contract Contingent on Governing Board Approval:** 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 CONTRACTOR absent that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
31. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.



Professional Services Contract

32. **Contract Publicly Posted:** This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

\_\_\_\_\_  
 President, Board of Education      Date  
 Superintendent  
 Chief or Deputy Chief

  
\_\_\_\_\_  
Contractor Signature      Date 10/26/17

Diane Dodge, Executive Director  
East Bay College

\_\_\_\_\_  
Secretary, Board of Education      Date

Form approved by OUSD General Counsel for 2017-18 FY

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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.

a See Attached "Memorandum of Understanding" and Exhibits "A" and "B"

The services below will be provided at:

Life Academy  
2101 35<sup>th</sup> Ave.  
Oakland, CA 94601

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.

- a. 400 Scholarships will be awarded (funding dependent) consistent with the requirements outlined in Exhibit "B"
- b. All students from Oakland High School, CCPA, and Castlemont who meet eligibility for scholarship will receive a scholarship between \$1000-\$16,000. Life Academy will receive 15 scholarships between \$1000-\$16,000.
- c. 9<sup>th</sup>, 10<sup>th</sup>, and 11<sup>th</sup> Grade students will receive A-G graduation requirements in class presentations and participate in college and career tours.
- d. At least 80% of seniors will:
  - a. Apply for 2 or 4 year colleges of their choosing before June 1<sup>st</sup> of their graduating year
  - b. Complete FAFSA or Dream Act Application
  - c. Register for East Bay College Fund's CREWS Peer Mentoring Program

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

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core      | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools                |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning   | <input type="checkbox"/> Accountable for quality  |
| <input checked="" type="checkbox"/> High quality and effective instruction        | <input checked="" type="checkbox"/> Full service community district                     |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):** Please select:

- Action Item included in Board Approved CSSSP (no additional documentation required) – Item Number: \_\_\_\_\_
- Action Item added as modification to Board Approved CSSSP – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

- 1. Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
- 2. Meeting announcement for meeting in which the CSSSP modification was approved.
- 3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
- 4. Sign-in sheet for meeting in which the CSSSP modification was approved.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) outlines the roles and responsibilities of Oakland Unified School District (District) and the East Bay College Fund (EBCF) (collectively, "Parties") regarding the implementation of Future Centers at select District Oakland Promise high schools.

### **Term:**

This MOU shall be effective from the date of authorized signature by both parties through June 30, 2018 unless either party terminates the MOU earlier. Either party may terminate this MOU with 30 days advance written notice, for any reason or for no reason. In the event of termination, the terminating party agrees to use best efforts to plan for the transition of the program, if requested by the non-terminating party.

### **I. Future Center Commitments**

#### *a. District Commitments:*

The District's Office of Postsecondary Education is the lead facilitator of the Future Center with EBCF as key collaborators.

The District agrees to:

- Display materials and resources which recognize the East Bay College Fund in the Future Center, (if provided by East Bay College Fund).
- Provide and supervise a College Career Readiness Specialist (CCRS), employee of OUSD, who will be the lead facilitator of the Future Center. The CCRS will help coordinate activities to ensure every student has an opportunity to build college and career awareness. Some activities will include: teach college & career curriculum, and organize key aspects such as parent nights, college tours, decision day, STEM field trips, job shadow days, etc.
- The CCRS helps coordinate all college access community organization partners on site to work together in the center and to ensure every student has college support. CCRS provides direct student support on their site and provides supervision of staff and the day-to-day operations of the Future Center program.
- Providing funding for one-third of the cost for Destination College Advising Corps (DCAC) with EBCF and Center for Educational Partnerships (CEP) University California at Berkeley to directly support college advising 9<sup>th</sup> -12<sup>th</sup> grade. DCAC College Advisors are staff of CEP.
- Permit EBCF and staff to use District facilities for EBCF/OP-related events (retreats, parent nights, orientations, etc.) without rental fee, subject to availability.
- Coordinate with sites to conduct surveys in the fall and in the spring to measure each school's college going culture and college bound identity in students.
- Provide the collection tools and support necessary for the collection of data on Future Center programming and impact throughout the school year, including senior exit survey.

- Allow school academic counselors to attend the EBCF College Success Impact Team with colleges present, a minimum of twice a year to analyze their school's college persistence data and make strategic plans for improvement of the site and the entire District.

Participating schools will further be required to enter into a Professional Service Agreement with EBCF and agree to the terms outlined in **Exhibit A**.

*b. EBCF: EBCF's commitments are contingent on service agreements with each individual school.*

East Bay College Fund agrees to:

- Outline and promote the eligibility requirements for the scholarship program and provide technical support.
- Offer information and training on best practices in college and financial aid advising, college selection, and persistence.
- Provide expertise for the development of a Future Center space, including best practices and lists of college scholarships, college success guidelines, and scholarship posters.
- In collaboration with school counselors, the College Career Readiness Specialist (CCRS), and other college access services on campus, support all graduating seniors to:
  - apply for college
  - complete FAFSA or the Dream Act Application
  - register for EBCF's CREWS Peer Mentoring Program
  - enroll in 2-year or 4-year college of their choosing before June 1st of their graduating year.
- Provide approximately 400 scholarships OUSD & Charters in 2018, (funding dependent) consistent with the requirements outlined in Exhibit B. All students from Oakland High, CCPA, and Castlemont who meet eligibility for scholarship will receive a scholarship of \$1,000 to \$16,000. Life Academy will receive 15 scholarships between \$1,000 and \$16,000.
- Work with students to complete segments of the EBCF portal on time to receive the EBCF/OP scholarship based on the timeline below:
  - October 2: Open portal for EBCF/OP Scholarship (outreach held and announcement first month of school)
  - December 2: Students who are eligible for 4 year colleges/universities have applied to at least four colleges, including CSUEB, and corresponding portion of application completed.
  - December 2: Students intending to attend a 2-year college program must have applied to CCC Apply and uploaded their CCC Apply ID number onto the EBCF/OP portal. (Note, students who enroll in a Peralta College the fall after graduation full-time, with completed FAFSA/Dream App and a 2.0 GPA have free first semester tuition and fees).
  - March 15: Complete and upload California/Student Aid Report (FAFSA and Dream Act Application completion form) onto EBCF portal or notify EBCF if having challenges.
  - May 2: Statement Intent to Register (SIR) submitted and uploaded onto the EBCF/OP portal



- Provide services to all college bound students to persist through the summer and attend full time in the fall including text message reminders and CREWS Peer Mentoring groups on college campuses through the first year. In addition provide students receiving the EBCF scholarship, summer workshops, retreats, mentoring, persistence coaching, and additional counseling, tutoring, and financial support from colleges.
- Match, train, and support mentors for every 4-year college student to help them navigate college.
- Make career mentors available for interested community college students.
- Connect students to summer bridge programs and first year experience (FYE) programs integrated with EBCF's CREW's Program and Persistence Coaches whenever possible.
- Report (semi-annually) on the progress of school individual alumni through college.
- Co-Convene college access partners and persistence leaders from the school, district, and colleges, and provide strategic analysis of progress and impact, including recommendations for strategies for improvement. (Alignment Oakland)
- Responsible for development and facilitation of MOU's with colleges for the Oakland Promise.
- Provide the tools and support necessary for the collection of data on Future Center programming and impact throughout the school year.
- Take on sole responsibility for scholarship policies, application process, amounts of scholarship, and student appeals.

#### **1. Mutual Responsibilities**

1. **CONFIDENTIALITY** -- The Parties agree that any student information obtained under written parental consent may be shared with EBCF, and other college access partners for the uses approved in the signed parental consent form, which include program administration, management and incentives. The Parties further agree that directory information may be provided to EBCF and other college access partners without written parental consent provided adequate notice is given as required by law.

2. **INDEMNITY** – Each party shall defend, indemnify, and hold harmless the other parties and their employees, officers, and directors from and against any and all liability, damage, loss, cost or expense of any nature (including reasonable attorneys' fees and expenses of litigation) incurred or imposed upon any of the indemnified parties in connection with any claims, suits, actions, demands, proceedings, causes of action, or judgments resulting from or arising out of this agreement and the services provided hereunder to the extent attributable to the negligence or intentional misconduct of the indemnifying party or any of its agents or employees.

3. **INSURANCE** -- Unless specifically waived by OUSD, the following insurance is required:

If EBCF employs any person to perform work in connection with this Agreement, they 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. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

EBCF is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

EBCF shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against EBCF. The policy shall protect EBCF and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

4. **BACKGROUND CHECKS** – All EBCF Personnel providing services under this Agreement who may in any way come into contact with students must undergo background checks consistent with those used by the District and state-licensed facilities; all such checks must be performed and passed prior to any Personnel providing any services hereunder. At a minimum, checks hereunder shall include a Department of Justice background check, a criminal background check, fingerprinting, and tuberculosis screening in accordance with Education Code 45125, 49024, and 49046. The cost of all such background checks shall be borne by the respective employer (EBCF) and the District shall not be liable for such cost under any circumstance. EBCF assures the District that EBCF agrees to remove or not hire for the District's account any Personnel who have any Department of Justice claims: (a) that would raise concerns about inappropriate behavior with children; (b) where a criminal offense has been committed that would raise concerns about inappropriate behavior with children; (c) where there has been a conviction for any sex-related offense or any other offense indicating a lack of acceptable moral character for associating with children; (d) where there has been a determination of any physical and/or mental abuse of children; and/or (e) where there has been termination for cause due to inappropriate behavior with children in any project, program, and/or location of services EBCF. The District will receive notice of any Personnel so removed or terminated. EBCF will select, hire, and train replacement Personnel in a timely manner of a vacancy on the District's account, all without any additional cost to the District. Within three (3) days of a written request by the District, EBCF agree to provide written confirmation that the background checks on all Personnel hereunder reflected no negative findings and said Personnel passed the background checks and are, therefore, eligible to provide services under this Agreement. The District will provide a dedicated point of contact to review all District background screening requirements for contractors.

5. **NOTICE** – Any notice required or permitted pursuant to this Agreement shall be deemed to have been given when delivered in person or sent postage prepaid via certified mail return receipt requested or addressed:

To the District: General Counsel  
Office of the General Counsel  
1000 Broadway, Suite 680  
Oakland, CA 94607  
Attn: Marion McWilliams

To EBCF: Executive Director  
2030 Franklin St #210  
Oakland, CA 94612  
Attn: Diane Dodge

If such notice is sent by first class or express mail, it shall be deemed to have been given to the person entitled thereto three (3) days after deposit in the United States mail, or if by Federal Express or the overnight courier service, the day after delivery to such service, for delivery to that person.

6. SEVERABILITY – If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

7. LITIGATION -- This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

8. INCORPORATION OF RECITALS AND EXHIBITS -- The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.

9. INTEGRATION/ENTIRE AGREEMENT OF PARTIES --This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

10. COUNTERPARTS -- This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

## **EXHIBIT A**

### **Responsibilities for School Site Administrators Participating in Oakland Promise Future Centers**

All participating administrators shall agree to the following:

1. Providing a centrally located space for the development of a Future Center that will serve as a college and career hub for Oakland Promise students and parents, and for access programs and career development partners. This will involve Oakland Promise signage of "Oakland Promise Future Center", EBCF/OP Scholarship promotional materials, and a removable plaque dedicating the center in a funder's name.
2. Continuation of previous college access services. (Oakland Promise is to increase services, not replace.) The Site Administrator will work to require all college and career access partners to locate their services in the Future Center and to agree to support school-wide efforts, and to share data on their student's progress.
3. Principal makes the Future Center a priority for the school, students, and staff. Principal provides leadership in developing the success of the program including regular meetings with EBCF and Oakland Promise leaders and promotion of Oakland Promise to students, family, and the community on a regular basis. Students, teachers, parents, and partners will all be encouraged to sign the college pledge.
4. A minimum of 3 events in the fall- a 9<sup>th</sup>-12<sup>th</sup> grade assembly announcing the Promise, a senior only assembly or class presentations to ensure all seniors understand portals process and eligibility requirements, a parent meeting to announce the Promise. We request help to design a Decision Day assembly that honors students in front of younger peers (we have suggestions for best practices and can support you to get t-shirts from the students' colleges).
5. Provide EBCF/OP a minimum of two opportunities per year to address the entire school staff about the Oakland Promise and to integrate Oakland Promise into the school community.
6. Assign two senior teachers and one from 9<sup>th</sup>-11<sup>th</sup>, academy/pathway directors, academic counselor, and parent representative to support College Readiness Specialist and College Advisors to implement the program, promoting and disseminating information about college and EBCF/OP scholarship.
7. Principal and/or administrative designee will meet with CCRS and College Advisors and EBCF College Access Director quarterly at your respective school site to get updates, share progress, support needed, etc.
8. Use of facilities without any additional charge by the district other than joint use agreements for East Bay College Fund retreats, parent nights, and events.
9. Sharing of data, including National Student Clearinghouse reports, and other data in accordance with our data sharing agreement with the district.



10. Contribution of site-based funds to EBCF: for high schools with a minimum of \$80,000 for a school over 1,000 students (includes additional college advisor), and a minimum of \$30,000 for schools fewer than 1,000 students.

These funds provide support for a combination of EBCF's portion of the College Advisor, EBCF college advising services, events, texting reminders, college matriculation and summer-melt prevention activities, CREWS peer group meetings, and reports on alumni, and convening costs.

11. Introductions to and collaboration with potential funders to help raise additional funds for EBCF/OP scholarships.

12. Require seniors to complete a post-secondary plan along with the "Senior Exit Survey" on their "to do" list for participation in graduation. (A plan is a statement of college attendance, military or community service, or demonstration of application for employment). The exit survey plan can be integrated into the California college post-secondary plan 10-12<sup>th</sup>.

13. Require all students (9-12) to complete a college behaviors and expectations survey at the end of the school year. This survey will be created and provided by the Oakland Promise and its partners.

14. Collect aggregated data on Future Center use and attendance of future center events using data tools provided by EBCF and the Oakland Promise. Share that data with EBCF and the Oakland Promise.

15. Will demonstrate a commitment to increasing college completion by implementing or increasing best practices within 12 months:

- Minimum of 80% of graduating seniors apply for 2 or 4-year college and for the EBCF/OP scholarship by the deadlines
- Ensure that the master schedule provides for students to attain A-G requirements
- School-wide FAFSA completion process to improve rate by at least 5% annually or over 90%
- Offer dual enrollment and other early bridges to college
- Provide credit recovery for college attendance (for students to retake a class with a C or D in order to qualify for college)
- Increase honors and AP classes, and demonstrate an increase in ethnic diversity of students in these classes
- Build out Linked Learning Academies
- Offer at least one computer science course
- Encourage and track number of seniors taking any math course

16. There will be convening of college access partners and persistence leaders from the school, district, and colleges, and strategic analysis of progress and impact, recommending strategies for improvement. School and school teams will attend convenings in fall and spring to review and share our work at our Future Centers.

17. Create school's master calendar to minimize conflicts between senior activities and projects with major deadlines for college application process, such as due dates for UC, CSU or FAFSA/Dream Act application.

**OUSD, CCRS, school site admin counselors, and senior class teachers promote:**

- 1. Parent College Communications and College Parent Night**
- 2. FAFSA or Dream App completion**
- 3. EBCF Scholarships**
- 4. Enrollment in community colleges before leaving high school**
- 5. Completion of Senior Exit Survey**
- 6. ECBF CREWS Registration (peer groups in college) & texting service**

**Exhibit B: EBCF/OP Scholarship Requirement**

Multi-year scholarships will be awarded to all eligible seniors attending 2 and 4-year colleges full-time the fall after their senior year. Scholarships are from \$1,000 to \$16,000 each with amounts determined by EBCF by the funding available and cost of attendance. For a student to receive a scholarship renewal each year of college they must maintain a 2.0 GPA and full-time status, complete FAFSA/Dream App and participate in EBCF’s persistence services. Scholarships are considered “last dollar.” “Last dollar” is the scholarship money awarded to the student by the EBCF/Oakland Promise Scholarship after all other scholarships and aid have been accounted from colleges and other organizations or institutions. This helps to prevent the practice of colleges displacing scholarship funds and overpayments. EBCF determines the scholarship eligibility requirements, administers the funding, and handles any appeals processes.

NOTE: EBCF Scholarship Portals are provided for each senior to upload information for the four stages of scholarship application (previously described). This process will encourage and align community college enrollment and scholarship applications with four-year processes and provide EBCF information earlier to inform students of the scholarship amounts. (Oakland Promise students who miss deadlines can still apply for a scholarship through EBCF competitive district-wide process but are not guaranteed a scholarship through EBCF/Oakland Promise scholarships).

**East Bay College Fund/Oakland Promise Scholarship Requirements:**

	<b>2-year bound</b>	<b>4-year bound</b>	<b>Notes:</b>
<b>College Applications</b>	Minimum of 1 application submitted by December deadline (Use CCCApply)	Minimum of 4 applications submitted (select a range of schools; one must be CSUEB) by December deadline	<b>Accredited Not-for profits schools only in the USA</b>
<b>FAFSA/Dream App</b>	Completed by March deadline	Completed by March deadline	
<b>Scholarships</b>	At least one additional scholarship is encouraged	At least two additional scholarships	EBCF will provide a list of other 2-year and 4-year scholarship opportunities
<b>Attendance</b>	90% attendance your senior year	90% attendance your senior year	Principals can override for students in special circumstances

11. SIGNATURE AUTHORITY -- Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.


The parties below agree to the terms of this MOU on behalf of each agency:

***Oakland Unified School District***

\_\_\_\_\_  
**James Harris**  
President, Board of Directors  
Oakland Unified School District  
1000 Broadway  
Oakland, CA 94607

Date: \_\_\_\_\_

*East Bay College Fund*

  
\_\_\_\_\_  
**Diane Dodge**  
Executive Director  
2030 Franklin St #210 to  
Oakland, CA 94612

Date: 8/30/17



<b>Cumulative GPA</b>	Minimum GPA 2.0	Minimum GPA 2.7	
<b>Community Services</b>	Engage in service to your community	Engage in service to your community	No specific amount of hours required at this time
<b>Mentor</b>	Return to your high school to help a younger student apply	Return to your high school to help a younger student apply	No specific process at this time
<b>District attendance</b>	Attend an OUSD high school for at least 3 years	Attend an OUSD high school for at least 3 years	Newcomers with less than 3 years can apply to EBCF competitive district scholarships submit by March 15th
<b>Graduation &amp; College Attendance</b>	High School Diploma from this school; college full-time fall immediately after graduation (no gap year). There is an appeal process for special circumstances.	High School Diploma from this school; college full-time fall immediately after graduation (no gap year)	Minimum of 12 units, a min. 2.0 GPA, participation in EBCF persistence must be continued throughout college for annual scholarship renewal
<b>Expected Family Contribution</b>	Under \$10,000	Under \$10,000	
<b>Meet EBCF Portal Upload Deadlines</b>	Mandatory (If missed student may apply March 15 for EBCF's competitive scholarship)	Mandatory (If missed student may apply March 15 for EBCF's competitive scholarship)	