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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Tara Gard, Deputy Chief, Talent
Marion McWilliams, General Counsel

Board Meeting Date November 30, 2016

Subject MOU with Black Teacher Project

Action Requested

Approval of MOU with the Black Teacher Project

Background

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

The purpose of the MOU is to establish a relationship between the District and the Black Teacher Project (BTP) to support the District's goal of having an effective teacher workforce that reflects the diversity of the District. BTP will conduct a survey and interviews to determine the needs and support needed by OUSD teachers. In addition, BTP will research and make recommendations on the supports needed by employees who self-identify as Black/African-American and who are currently paraprofessionals, long term subs and afterschool providers who may be interested in becoming classroom teachers.

Discussion

One paragraph summary of the scope of work.

The term of the MOU is November 20, 2016 to June 30, 2018 at a no cost to the District.

Recommendation

Approval of MOU with the Black Teacher Project

Fiscal Impact

Funding resource name: N/A

Attachments

- MOU



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. _____

Department: Talent

Vendor Name: Black Teacher Project

Contract Term: Start Date: 11/20/16 End Date: 6/30/18

Annual Cost: \$ 0

Approved by: Tara Gard

Is Vendor a local Oakland business? Yes ☒ No ☐

Why was this Vendor selected?

At no cost to the District, the Black Teacher Project will survey and interview existing teachers to determine needs and supports required of Black/AA Teachers.

Summarize the services this Vendor will be providing.

See above

Was this contract competitively bid? Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

No cost to District

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 AGREEMENT BETWEEN THE BLACK TEACHER PROJECT AND OAKLAND UNIFIED SCHOOL DISTRICT

I. Parties

The purpose of this Memorandum of Understanding (“MOU”) is to establish a relationship between Oakland Unified School District (“OUSD”) and the Black Teacher Project CONTRACTOR or “BTP.” BTP’s goal is to create an effective teaching force that reflects the diversity of Black people in this country. BTP’s premise is that Black educators offer indispensable insights into the lived realities of navigating schooling institutions, as well as into the social structures of the United States. Therefore, every young person, regardless of racial or ethnic identity, can benefit from the influence of highly effective Black teachers in their life. BTP’s vision is that all children will have access to a well-trained, well-supported, Black teaching force.

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide the services below to benefit OUSD.

II. CONTRACTOR Responsibilities/Scope of Services

- A. BTP will survey, interview and support teachers in OUSD who self-identify as Black/African-American and who agree to participate in the survey. These inquiries will focus on sustainability (e.g. what is keeping them in the classroom? How are they supported? What do they need to stay for years to come?).
- B. BTP expects to complete the survey phase by spring and to develop programming that can be offered during and beyond the 2016-2017 school year, including the “Black Teacher Leadership and Sustainability Institute (BTSLI)”.
- C. BTP will research what supports BTP can provide for Black paraprofessionals, long term substitutes and after school providers seeking to become classroom teachers.

III. FEES

BTP will not charge the District, staff, or other District-affiliates for the services identified above.

IV. QUALIFICATIONS

Micia Mosely, Ph.D. is the Executive Director of BTP and has dedicated her career to helping students reach their full creative and academic potential. A teacher, analyst and product of public education, she designs custom reform strategies that help educators and administrators increase equity while maximizing school performance. Mosely brings a wealth of classroom experience to her work, infusing bold strategies with real-world approaches that understand the burdens faced by educators and administrators.

V. Responsibilities of BTP

B.

A. In addition to providing the services listed above, BTP agrees to the following:

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 California constitutional protections for privacy, including personnel information, and 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 and in the presence of students 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 risk assessment. Please see **Section IV** for the relevant documentation that is required.

D. **Insurance**— CONTRACTOR is not required to maintain insurance under this agreement if the Risk Management Officer signs a waiver of insurance. You may contact the Risk Management Officer at 510.879.1612. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

- E. **Communication**—Communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the CONTRACTOR'S services are aligned with the School(s) and OUSD's mission and objectives and are adequately meeting the District's and student's needs. At the request of District, provide reasonable data and information to the District, relevant bargaining units, and teachers and staff, participating in the CONTRACTOR's program.
- F. **Confidentiality**—CONTRACTOR shall maintain strict confidentiality of all information about individual personnel received under this MOU and will not disseminate individually identifiable information without the express written consent of the individual teacher or staff member. CONTRACTOR will comply with state and federal privacy laws, and will be allowed to use the aggregated 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 individual employee in the CONTRACTOR's program as a participant could be made (unless express consent is made by the individual employee to use such information for those purposes).

IV. Required Documents

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

A. Contractor (Individual):

- ☐ Completion of Pre-Consultant Screening Process—Attach a letter from Human Resources showing completion of Pre-Consultant Screening for this current fiscal year. This process will include a check of all of the following if the CONTRACTOR anticipates being in schools with students present:
 - o Fingerprinting—Attach documentation
 - o Criminal Background Check—Attach documentation
 - o Tuberculosis Risk Assessment—Documentation from health care provider showing negative TB status within the last four years.

Contractor (Agency):

- ☐ Or, attach a letter from Agency/Community-Based Organization/Non-Profit Organization on agency letterhead verifying all employees have been

Fingerprinted/Criminal Background Checked and have TB clearance for this current fiscal year and signed by authorized personnel.

B. Contractor:

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

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

- A. **Space**— If needed, provide a suitable space at the schools with participating teachers and staff, to be agreed upon by schools and the CONTRACTOR.
- C. **Janitorial Service**—Provide necessary services to maintain this space, including janitorial services, maintenance, utilities, and technology support.
- D. **Data**—Ensure that CONTRACTOR has reasonable access to personnel contact and demographic information necessary to contact teachers and staff who may wish to participate in the study.
- E. **Collaboration** – In addition to providing data, District Talent staff regularly will inform teachers and staff of the collaboration between the District and BTP and will reasonably support and collaborate with BTP in furtherance of recruiting and retaining a diverse, effective teaching force.

VI. **Duration**

This MOU is from November 20, 2016 through June 30, 2018.

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.

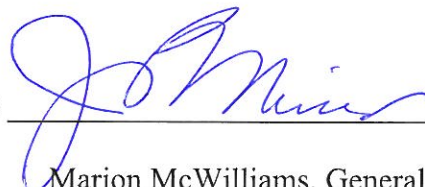
IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

Oakland Unified School District

By: _____ Dated: _____
James Harris, President of the Board

By:  _____ Dated: 11 / 23 / 2016
Micia Mosely
Executive Director, Black Teacher Project

Approved as to form and procedure

By:  _____ Dated: November, 23, 2016
Marion McWilliams, General Counsel
Oakland Unified School District