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Community Schools, Thriving Students

Memo

To

Board of Education

From

Gary Yee, Ed.D., Acting Superintendent

By: Maria Santos, Deputy Superintendent, Instruction, Leadership &

Equity-in-Action Maria Santos

Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date

(To be completed by Procurement)

Subject

Memorandum of Agreement - <u>Peer Health Exchange</u> - (contractor) - <u>Health and Wellness - 922/Family, School, and Community Partnerships Department</u> (site/department)

Action Requested

Approval of a Memorandum of Agreement between the Oakland Unified School District and Peer Health Exchange, San Francisco, CA, to be primarily provided via the Family, School, and Community Partnerships Department for the period of July 1, 2013 through June 30, 2014.

Background

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

Peer Health Exchange will provide teens with the knowledge and skills they need to make healthy decisions by training college students to provide health workshops in 9th grade classes in select OUSD high schools. Our program is intended to supplement current health resources already offered (i.e. School-Based Health Centers, etc), providing structured time with college student role models in order to expand the conversation around important health topics. OUSD classroom teachers are present in each workshop. The curriculum consists of thirteen standardized health workshops: Decision-Making and Communication I and II; Abusive Relationships; Healthy Relationships; Rape & Sexual Assault; Pregnancy Prevention; Sexual Decision-Making; Sexually Transmitted Infections & HIV; Alcohol; Drugs; Tobacco; Mental Health; and Nutrition & Physical Activity. In the classroom, PHE high school students articulate their values and goals. learn basic, accurate health information, explore attitudes and perceptions of peer norms and peer pressure, analyze the influence of culture and the media on health, discuss barriers to healthy behaviors and strategies to overcome them, and identify and learn how to use the health resources in their communities. Every 9th grade student we work with receives a PHE workbook and Teen Health Resource Card. The Teen Health Resource Card contains vetted hotlines. websites, and health clinics, including information on OUSD School-Based Health Centers.

Discussion
One paragraph
summary of the
scope of work.

Approval by the Board of Education of a Memorandum of Agreement between the District and Peer Health Exchange, San Francisco, CA, for the latter to provide teens with the knowledge and skills they need to make healthy decisions from health workshops in 9th grade classes at select OUSD high schools for the Health and Wellness Department at the Family, School, and Community Partnerships Department for the period of July 1, 2013 through June 30, 2014, at no change to the District.



Community Schools, Thriving Students

Recommendation Approval of a Memorandum of Agreement between Oakland Unified School District

and Peer Health Exchange. Contractual services to be provided by the Family, School, and Community Partnerships Department for the period of July 1, 2013

through June 30, 2014.

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

Attachments Memorandum of Agreement

Certificate of Insurance

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 Peer Health Exchange.

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.	Castlemont
2.	Fremont
3.	McClymonds
4.	MetWest
5.	Oakland Tech
6.	Skyline
7.	Oakland High

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.

Overview of Standard Program (offered at all schools, except Oakland High): Peer Health Exchange's mission is to provide teens with the knowledge and skills they need to make healthy decisions. We do this by training college students to provide health workshops in 9th grade classes in select OUSD high schools. Our program is intended to supplement current health resources already offered (i.e. School-Based Health Centers, etc), providing structured time with

college student role models in order to expand the conversation around important health topics. OUSD classroom teachers are present in each workshop. The curriculum consists of thirteen standardized health workshops: Decision-Making and Communication I and II; Abusive Relationships; Healthy Relationships; Rape & Sexual Assault; Pregnancy Prevention; Sexual Decision-Making; Sexually Transmitted Infections & HIV; Alcohol; Drugs; Tobacco; Mental Health; and Nutrition & Physical Activity. In the classroom, PHE high school students articulate their values and goals, learn basic, accurate health information, explore attitudes and perceptions of peer norms and peer pressure, analyze the influence of culture and the media on health, discuss barriers to healthy behaviors and strategies to overcome them, and identify and learn how to use the health resources in their communities. Every 9th grade student we work with receives a PHE workbook and Teen Health Resource Card. The Teen Health Resource Card contains vetted hotlines, websites, and health clinics, including information on OUSD School-Based Health Centers.

Overview of Curriculum Design and Pedagogy Classes (offered only at Oakland High):

While Oakland High is on our waiting list to receive the standard PHE program in future years (and partnered with us in 2012-2013), they are partnering with PHE this year for Curriculum Design and Pedagogy classes. PHE is revising its 13-workshop health curriculum, with the hope of extending a new version to all PHE cities in 2014-2015. Select Oakland High teachers and 9th grade students are participating in "mock classes," where PHE staff and volunteers facilitate focus groups to engage student perspectives on select health topics, lead activities or full-length lessons and gather student feedback, and co-create role plays and scenarios with students to promote authenticity to youth culture in the curriculum.

- Phase 1: Students will reflect on their observations of the health behavior of their peers
 or individuals in their communities and analyze the reasons for or motivations for that
 behavior. Students will also engage in PHE activities, learning new material and
 engaging in new concepts, while also providing feedback on the efficacy of the activities.
 Finally, students will create scenarios and role-plays that describe health situations and
 use language that feels relevant to their lives.
- Phase 2: PHE staff and college volunteers will teach full-length workshops, developed
 after careful academic research and health expert, school partner, and youth input.
 Students in mock classes will participate in these workshops while PHE staff assess
 student learning. Then students will give feedback on the workshop.

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

3. Please check all of the expectations or goals below that are in agreement with

Peer Health Exchange is in its 10th year nationally and its 6th year in the Bay Area. Volunteers are trained in basic teaching skills (including public speaking, classroom management, and engaging students), as well as privileges and perspectives awareness training and extensive training in their health content areas.

your program's services

	your program o services.
	Ensure a high quality instructional core
X	Develop student's social health/skills
X	Develop student's emotional health
X	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
X	Help ensure, create, and/or sustain safe, healthy and supportive schools
	Create accountability for quality
X	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:
 - 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 (See section IV A Addendum).
- 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

- 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 (see addendum)—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 (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:
 - o Fingerprinting-Attach documentation
 - o Criminal Background Check—Attach documentation
 - Tuberculosis Clearance—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 (see addendum).

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 (see addendum)

- 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 2013 - 2014 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.

Sponsoring Department or Site Principal

Dated: 3.26.2014 (MM/DD/YYYY)

TILY GASNER (Print Name)

Associate Superinden

Family, School, and Community Partnerships Dept.

David Kakishiba

President, Board of Education

(CONTRACTOR)

Gary Yee, Ed.D.
Secretary, Board of Education and Proceedings

Ву:

Dated: 2/25/14 (MM/DD/YYYY)

Jacqueline Minor, General Counsel Oakland Unified School District



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/19/2014

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	CONTACT Michael Borcich					
Sequoia Benefits & Insurance Services,		69-0201				
1850 Gateway Drive, Suite 600	E-MAIL ADDRESS: mike@sequoia.com					
	INSURER(S) AFFORDING COVERAGE	NAIC #				
San Mateo CA 94404	INSURER A: Travelers Indemnity Company					
INSURED	INSURER B: Travelers Property Casualty Co					
Peer Health Exchange	INSURER C:					
70 Gold Street	INSURER D:					
	INSURER E :					
San Francisco CA 94133	INSURER F:					
COVERAGES CERTIFICATE NUMBE	R;CL1431900889 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 REDUICED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDL S	UBR	POLICY NUMBER		POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR		660	660-7994L187	03/10/2014	03/10/2015	PREMISES (Ea occurrence) MED EXP (Any one person)	\$	5,000
						1	PERSONAL & ADV INJURY	\$	1,000,000
							GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$	2,000,000	
	X POLICY PRO- JECT LOC							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO						BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	NON-OWNED						PROPERTY DAMAGE (Per accident)	\$	
	HIRED AUTOS AUTOS						(rei accident)	\$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
	DED RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU- TORY LIMITS OTH- ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		xJu	XJUB-1907T25-9-14	03/10/2014	03/10/2015	E.L. EACH ACCIDENT	\$	1,000,000
В							E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Oakland Unified School District is included as an Additional Insured with respects to General Liability,
as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1000 Broadway Oakland, CA 94607	AUTHORIZED REPRESENTATIVE
	Michael Borcich/MB

PEER HEALTH EXCHANGE

March 24th, 2014

BAY ARI A BOARD OF OVERSEERS Betsy Blumenthal Chair Cecily Cameron Doug Foster Mary Ireland Ann Mathieson

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Poord

Stanley Rosenzweig

Marci Spector New Profit

Gary Syman

Patricia G. Warner

Timothy A. Wilkins Freshfields Bruchhaus Deringer Oakland Unified School District Community Partnerships 746 Grand Avenue Oakland CA 94610

Dear Ms. Bustamante,

In accordance with Oakland Unified School District's MOU policy, Peer Health Exchange has cross-checked all volunteers with the Megan's Law database. Additionally, PHE volunteers teaching in Oakland Unified classrooms have confirmed TB testing with negative results.

Please let us know if you have any f_{11} ther questions as we move through the MOU process and many thanks for your continued support.

Best,

emily gasner

Emily Gasner

Bay Area Executive Director

PEER HEALTH OUR PROGRAM | OUR SITES | JOIN US | DONATE



LEARN MORE Our vision:

One day, all teens will have the knowledge skills they need to make healthy decisions.

Become a partner in our work.

DONATE

PHE is hiring! Join our growing team.

CAREERS

CONTACT TEEN HEALTH RESOURCES CAREERS VOLUNTEER COMMUNITY LOG IN

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OUR PROGRAM

We partner with public high schools that lack health education

PHE works with high schools that lack health education and in which the majority of the students live at or below the poverty line. These students experience a disproportionate number of serious health risks ranging from teenage pregnancy to obesity.

We train college students to teach a comprehensive health curriculum

PHE recruits, selects, and trains college student volunteers to teach high school students a comprehensive health curriculum consisting of thirteen standardized health workshops on topics ranging from decision-making and sexual health to substance abuse and nutrition. Several studies demonstrate that teenagers better absorb health information when it is delivered by educators of a similar age as opposed to adult educators: 74% of PHE high school students said that having college students lead PHE workshops helped them learn about the health topics. As slightly older peers, PHE volunteers provide the benefits of peer education while also conveying the advantages of traditional instruction. They deliver health information to teenagers in a language and context that is relevant to their everyday experiences, yet they can also serve as role models, demonstrating healthy behaviors and the successful transition from high school to college.

We give teenagers the knowledge and skills they need to make healthy decisions

In the classroom, PHE high school students articulate their values and goals, learn basic, accurate health information, explore attitudes and perceptions of peer norms and peer pressure, analyze the influence of culture and the media on health, discuss barriers to healthy behaviors and strategies to overcome them, and identify and learn how to use the health resources in their communities. PHE volunteers help high school students practice skills such as effective communication, risk evaluation and prevention, limit-setting, and decision-making in role-plays and scenarios that resemble difficult, real-life situations. By applying the skills they learn in PHE workshops outside of the classroom, PHE high school students can make informed decisions that will help them stay and excel in school, join and remain part of the workforce, and become healthy adults capable of producing healthy families.

We foster a commitment to public service in college students

For many PHE volunteers, their experience in the classroom compels them to make a commitment to public service through their school work, jobs, volunteer work, or philanthropy. 90% of past PHE volunteers said that their experience with PHE affected their career, academic or volunteer plans. Many of these volunteers will go on to be teachers, doctors, public interest lawyers, and policymakers who will continue to serve their communities throughout their lives.

CONTACT TEEN HEALTH RESOURCES CAREERS VOLUNTEER COMMUNITY LOG IN

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EER HEALTH OUR PROGRAM | OUR SITES | JOIN US | DONATE

Home . Teen Health Resources

Bay Area - Oakland

TEEN HEALTH RESOURCES

Bay Area - S.F.

This page contains a comprehensive list of health hotlines, websites, and local health centers where teens can get help or more information.

Boston

Boston - Lynn, Chelsea,

 Most of the hotlines and websites are organized according to the different health topics covered in PHE workshops. There are also some hotlines and websites that provide more general information that could be useful for a range of teen needs or questions related to their health (e.g. legal resources).

L.A. - North and East

 Teens can use the map on their city's page to find the health center nearest their home or school.

L.A. - Norte y Oeste

The teen health resources on this site also appear on the city-specific Teen. A. - South and West Health Resource Cards that are distributed to all Peer Health Exchange teens L.A. - Sur y Este at the beginning of the program.

New York - Bronx

New York - Brooklyn

New York - Manhattan

New York - Queens

Washington D.C.

CONTACT TEEN HEALTH RESOURCES CAREERS VOLUNTEER COMMUNITY LOG IN

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Search Results

Current Search Terms: Peer* health* exchange* Inc.*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search

Results

Entity

Exclusion

Search Filters

By Record

Status

Functional Area - Entity Management

By Functional Area -Performance Information

SAM | System for Award Management 1.0

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

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