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Enactment Date	10/28/15 oia



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent  
Curtiss Sarikey, Deputy Chief, Community Schools

**Board Meeting Date**  
(To be completed by  
Procurement)

10/28/15

**Subject** Memorandum of Understanding-Lincoln Child Center (contractor) - 922/Community Schools and Student Services Department(site/department)

**Action Requested** Approval of a Memorandum of Understanding between Oakland Unified School District and Lincoln Child Center. Services to be provided under the West Oakland Initiative to the West Oakland Elementary Schools Hoover, Lafayette, Martin Luther King, JR., and Place at Prescott for the period of July 1, 2015 through June 30, 2016.

**Background** Chronic Absence rates are at an all time high in West Oakland. Attendance Teams meet regularly to identify students chronically absent and at risk for chronic absence in order to identify tiered supports for identified students. Resources are scarce for students in tiers 2 and 3. Under the West Oakland Initiative, The Lincoln Child Center seeks to support improved attendance and engagement by providing case managers to the West Oakland elementary Schools.

The two case managers will use a strengths based approach and support a total of 50 chronically absent families to improve attendance and reading levels. The case managers will be provided and will spend 20 hours each week at their assigned schools. They will help families develop and achieve goals to improve their level of engagement in the educational process for the period of July 1, 2015 through June 30, 2016, at no cost to the District.

**Recommendation** Approval of Memorandum of Understanding between Oakland Unified School District and Lincoln child Center. Services to be provided under the West Oakland Initiative to the West Oakland Elementary Schools Hoover, Lafayette, Martin Luther King, JR., and Place at Prescott for the period of July 1, 2015 through June 30, 2016.

**Fiscal Impact** None.

**Attachments**

- Memorandum of Understanding
- Certificate of Insurance
- Scope of Work (included in MOU)
- Statement of qualifications (included in MOU)

**MEMORANDUM OF UNDERSTANDING 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 Lincoln Child Center (CONTRACTOR).

WHEREAS, the CONTRACTOR's services or program described in this MOU will be provided at no cost to OUSD, the students, or the parents; and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said services/program on school(s), site(s) ("Schools") selected in Section II of the MOU.

**II. Program Sites**

Unless otherwise agreed to in writing by the parties, the School(s) governed by this agreement are the following:

1. Hoover Elementary School
2. Lafayette Elementary School
3. Martin Luther King Jr. Elementary School
4. Place at Prescott Elementary School

**III. CONTRACTOR Responsibilities/Scope of Services**

A. The program description and services that will be provided to OUSD include:

1. Lincoln seeks to support improved school attendance and engagement in OUSD through collaborative efforts and action. Under the West Oakland Initiative (WOI), Lincoln is supporting West Oakland elementary schools, grades K-5, around chronic absenteeism, and corresponding low reading levels. We also aim to support any discipline issues these students may have. Students and families who participate in the West Oakland Initiative receive a case manager who uses a strengths based approach to support families in developing and achieving goals, to improve their level of engagement and/or effectiveness in the learning and educational process. Our target number is 50 chronically absent families spread out among the 4 schools.

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

The West Oakland Initiative is being let by Dr. Macheo Payne, director of Oakland Freedom Schools and La’Cole Martin, the coordinator of the initiative. La’Cole is a former OUSD teacher and coordinator of the Freedom Schools.

3. All of the following expectations or goals are in agreement with Lincoln’s program services.

- Ensure a high quality instructional core
- Develop student’s social health/skills
- Develop student’s emotional health
- Develop student’s physical health
- Develop student’s cognitive and academic skills
- Create equitable opportunities for learning
- Ensure, maintain, or support high quality and effective instruction
- Prepare students for success in college and careers
- Help ensure, create, and/or sustain safe, healthy and supportive schools
- Create accountability for quality
- Help create full service community schools in OUSD
- Increase, raise graduation rates

- B. Ensure that all CONTRACTOR personnel, including subcontractors, will comply with any policy and systems in place at OUSD and School(s). This includes, but is not limited to the following:

1. **Drug and Smoke Free**—No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these School(s).
2. **Anti-Discrimination**—It is the policy of OUSD that in connection with CONTRACTOR’s services in this MOU there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, the CONTRACTOR agrees to comply with applicable Federal and California laws.
3. **Conflict of Interest**—CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any OUSD employee to perform the services in this MOU, and affirms that to the best of its

knowledge no such conflict presently exists. CONTRACTOR agrees to alert OUSD in writing if and when a potential conflict does arise.

4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records.
- C. **Required Documents**—Ensure that all CONTRACTOR personnel who will be on OUSD premises have been: (a) fingerprinted; (b) submitted to a criminal background check via Livescan or a similar service as required by the Education Code, and (c) taken a tuberculosis test. Please see **Section IV** for the relevant documentation that is required.
- D. **Insurance**—Provide evidence of general liability insurance that names OUSD as an additional insured, for operation students, volunteers, and personnel at location where CONTRACTOR provides programs/services with at least \$1M in coverage, and furnish certificate of said insurance to OUSD.

**OR**

1. **Waiver**—CONTRACTOR is not required to maintain insurance under this agreement if the Risk Management Officer signs a waiver of insurance. You may contact the Risk Management Officer at 510.879.1612. 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 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:
  - Fingerprinting—Attach documentation
  - 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.

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. **Staff Contact**—Connect staff to Kindergarten & 1<sup>st</sup> grade teachers to CONTRACTOR, to check in and meet at a frequency to be agreed upon by School(s) and the CONTRACTOR. See Exhibit 1.
- B. **Data**—Ensure that CONTRACTOR has reasonable access to student attendance and reading assessment data necessary to inform case management & program support.
  - 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 attendance data for all students at School(s) including, but not limited to, SRI or Dibels or whatever reading assessments that are being used to track students reading levels. 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).
3. The CONTRACTOR will recruit families in coordination with the school site and parents will have an opportunity to opt in or opt out of services and programming that the West Oakland Initiative is offering. If they opt in, they will do so by signing West Oakland Initiative consent for services form. This will authorize Lincoln Child Center to access their child's individual level data from the school which includes attendance data, SRI scores and discipline records including out of class referrals, suspensions and other related data.

#### **VI. Duration**

This MOU is for the 2015 - 2016 school year.

#### **VII. Termination**

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

#### **VIII. Hold Harmless/Indemnity**

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



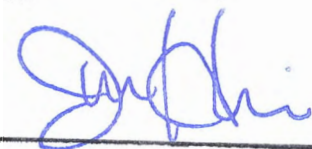
IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

By:  Dated: 09/14/2015 (MM/DD/YYYY)  
Curiss Sarikey, Deputy Chief  
Community Schools and Student Services Dept.


By:  Dated: 9/14/2015 (MM/DD/YYYY)  
Chris Stoner, CEO  
Lincoln Child Center

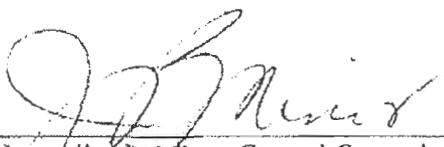
Christine Stoner-Mertz (Print Name)

(CONTRACTOR)


  
James Harris  
President, Board of Education

Approved as to Form:

  
Antwan Wilson  
Secretary, Board of Education

By:   
Jacqueline P. Minor, General Counsel  
Oakland Unified School District

Dated: 09/15/15 (MM/DD/YYYY)

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By: 

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

## **EXHIBIT 1**

### **LETTER OF AGREEMENT BETWEEN LINCOLN CHILD CENTER AND SPECIFIC SCHOOL SITE**

#### **I. Parties**

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between

- \_\_\_ Hoover Elementary (SCHOOL) and Lincoln Child Center.
- \_\_\_ Lafayette Elementary (SCHOOL) and Lincoln Child Center.
- \_\_\_ Martin Luther King Jr. (SCHOOL) and Lincoln Child Center.
- \_\_\_ Place at Prescott Elementary (SCHOOL) and Lincoln Child Center.

WHEREAS, the CONTRACTOR's services or program described in this MOU will be provided at no cost to the SCHOOL, the students, or the parents; and  
BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said services/program to SCHOOL.

#### **II. Contractor's Services**

1. All of the following expectations or goals are in agreement with Lincoln's program services.
  - Ensure a high quality instructional core
  - Develop student's social health/skills
  - Develop student's emotional health
  - Develop student's physical health
  - Develop student's cognitive and academic skills
  - Create equitable opportunities for learning
  - Ensure, maintain, or support high quality and effective instruction
  - Prepare students for success in college and careers
  - Help ensure, create, and/or sustain safe, healthy and supportive schools
  - Create accountability for quality
  - Help create full service community schools in OUSD
  - Increase, raise graduation rates

#### **III. Time Commitment/Schedule-to be determined by each site not to exceed agreed upon hours per week.**



#### IV. Space

CONTRACTOR does not require space at each school site but may require access to confidential space as needed and as it is available while CONTRACTOR visits school sites to meet with families.

#### V. Site to provide the following

- Help identifying an attendance point person at school site to serve as liaison to WOI staff
- Approval to access attendance records from attendance clerk
- A formal introduction to teachers and other school staff
- Access to COST teams and/or attendance teams

#### VI. Communication

Please identify a contact person for CONTRACTOR:

Name	Macheo Payne
Address	1266 14 <sup>th</sup> Street, Oakland, CA 94607
Phone Number	510-846-5402
E-mail	macheopayne@lincolnchildcenter.org

Please identify a contact person for the School site:

Name	La'Cole Martin
Address	1266 14 <sup>th</sup> Street, Oakland, CA 94607
Phone Number	510-912-9232
E-mail	lacolemartin@lincolnchildcenter.org

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

By: \_\_\_\_\_ Dated: \_\_\_\_\_ (MM/DD/YYYY)  
Site Principal

By:  Dated: 9/14/2015 (MM/DD/YYYY)  
CONTRACTOR