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OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

To Board of Education

From Allen Smith, Chief of Schools  
Sara Stone, Deputy Network Superintendent

Board Meeting Date February 24, 2016

Subject

**Action Requested****Ratification of Agreement with Galileo Learning, LLC****Background and Discussion**

Galileo operates summer programs for pre-K thru rising 8<sup>th</sup> graders with a mission to develop innovators who envision and create a better world. It currently offers two such programs in Oakland at Chabot Elementary School. Under the Agreement, the Galileo summer program will be expanded to Emerson, Piedmont Avenue, and Carl B. Munck Elementary Schools and a middle school to be named. The cost of the program is \$30,000 and the term of the agreement is through the summer of 2016.

**Recommendation****Ratification of Agreement with Galileo Learning, LLC****Fiscal Impact**

Funding resource name: General Purpose

**Attachments**

- Agreement

# **MEMORANDUM OF UNDERSTANDING FOR GALILEO LEARNING, LLC 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 Galileo Learning, LLC ("Galileo," CONTRACTOR) as they relate to the creation of an OUSD Innovator Program enabling low income students to attend Galileo's summer programs in Oakland in summer 2016.

WHEREAS, the CONTRACTOR's services or program described in this MOU will be provided at the cost of \$30,000 from OUSD to Galileo.

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**

Students from the following schools will be allowed to participate in the OUSD Innovators Program:

Emerson Elementary School  
Piedmont Avenue Elementary School  
Carl B. Munck Elementary School  
Brett Harte Middle School  
United for Success Academy

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

A. The program description and services that will be provided to OUSD include the coordination of the following [SERVICE]:

Galileo operates summer programs for pre-K thru rising 8<sup>th</sup> graders with a mission to develop innovators who envision and create a better world. It offers two such programs in Oakland at Chabot Elementary School.

- Camp Galileo, serving pre-K through rising 5<sup>th</sup> grade students, June 20 – August 5, 2016
- Galileo Summer Quest, serving rising 5<sup>th</sup>-8<sup>th</sup> grade students, June 20-July 29, 2016

The OUSD Innovator Program will allow OUSD to select students at schools outlined in Section II to attend Galileo for up to 100 total weeks of camp.

B. Galileo shall undertake the following activities:

- Provide a project manager to coordinate with OUSD
- Support applicant generation and processing to schools through:
  - Providing informational packets for up to 6 principals to be used in recruiting students
  - Creating an enrollment process for OUSD Innovator selectees and families
- Provide camp program, extended care program, and Choice Lunch program for up to 100 camper weeks as follows:
  - Camp Galileo: 81 total camper weeks
    - Pre-K-K: 21
    - 1<sup>st</sup>-2<sup>nd</sup>: 30
    - 3<sup>rd</sup>-5<sup>th</sup>: 30
  - Galileo Summer Quest: 19 total camper weeks

These weeks will be distributed on a first come first serve basis across the 7 weeks of the programs.

- Provide a monthly summary of who has enrolled, and an end of summer attendance report
- Provide camp tours for OUSD leaders as desired
- Co-author a press release announcing the partnership

C. By signing this MOU, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:

- a. **Tuberculosis Screening:** CONTRACTOR affirms that each of its employees has current proof of negative TB testing on file and TB results are monitored.
- b. **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, 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 contract with OUSD pupils in providing services to the District under this Agreement.

- D. 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. 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.

E. Insurance—

- a. 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.
  - ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for 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.

- F. 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.
- G. 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:
  - i. 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. OUSD shall undertake the following activities
  - Provide a project manager to coordinate with Galileo
  - Manage applicant generation and processing
    - Identify schools to be targeted
    - Provide OUSD Innovator Program information to principals
    - Identify general criteria for student selection
    - Award 100 camper weeks to deserving students. OUSD will generally attempt to award 50 students with two weeks each, however; principals will have discretion to determine the number of weeks for each student
    - Assist families in completing the enrollment process
    - Develop practices and follow up with families to ensure students attend weeks they are awarded
  - Pay Galileo \$30,000 by April 1, 2016

- Co-author a press release announcing the partnership

B. Staff Contact—Connect district/site contact person to CONTRACTOR, to check in and meet at a frequency to be agreed upon by District/School(s) and the CONTRACTOR.

C. Data—Upon submission of written consent from parent, ensure that CONTRACTOR has reasonable access to student attendance data necessary to determine the winners.

#### **VI. Participating sites to provide the following**

OUSD shall support schools manage the responsibilities of schools as noted in Section V.

#### **VII. Space**

No office space is needed by Galileo.

#### **VIII. Duration**

This MOU is for the 2015 - 2016 school year and the summer of 2016.

#### **IX. 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.

#### **X. Hold Harmless/Indemnity**

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.

**XI. Communication**

Please identify a contact person for CONTRACTOR:

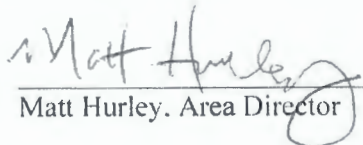
Name	Matt Hurley
Address	Galileo, 1021 Third Street, Oakland, CA 94607
Phone Number	510-371-6102
E-mail	matt@galileo-learning.com

Please identify a contact person for OUSD:

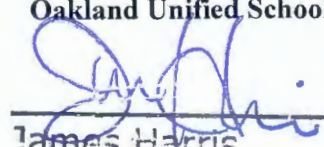
Name	Sara Stone
Address	1000 Broadway, 6 <sup>th</sup> Floor, Oakland, CA 94607
Phone Number	510 - 499-6574
E-mail	sara.stone@ousd.org

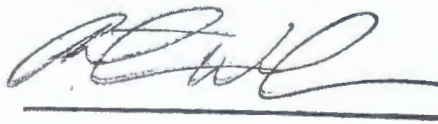
IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

**GALILEO LEARNING, LLC**

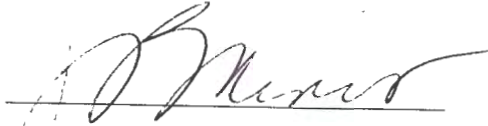
  
Matt Hurley, Area Director

**Oakland Unified School District**

 2/25/16  
James Harris  
President, Board of Education

 2/25/16  
Antwan Wilson  
Secretary, Board of Education

Approved as to Form

  
A handwritten signature in cursive script, appearing to read "J. Minor", is written over a horizontal line.

Jacqueline P. Minor, General Counsel



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

**Legislative File ID No.** 16-0355

**Department:** Schools

**Vendor Name:** Galileo Learning, LLC

**Contract Term:** Start Date: 03/01/2016 End Date: 08/01/2016

**Annual Cost:** \$ 30000

**Approved by:** Allen Smith

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

**Why was this Vendor selected?**

Success in operating Galileo summer innovation programs.

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

Summer programs at Emerson, Piedmont Avenue, Carl Munck and a middle school TBD.

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

If No, answer the following:

1) How did you determine the price is competitive?

Comparison with comparable science summer programs

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**