



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Board Office Use: Legislative File Info.	
File Number	16-1007
Introduction Date	5-25-16
Enactment Number	16-0722
Enactment Date	5-25-16

Memo

To Board of Education

From Antwan Wilson, Superintendent
Hitesh Haria, Chief Operations Officer
John Krull, Chief Technology Officer

Board Meeting Date May 25, 2016

Subject MEMORANDUM OF UNDERSTANDING BETWEEN THE OAKLAND UNIFIED SCHOOL DISTRICT, OAKLAND TECHNOLOGY EXCHANGE WEST, CIVICORPS SCHOOLS AND ECS REFINING

Action Requested Approve Memorandum of Understanding between The OAKLAND UNIFIED SCHOOL DISTRICT and OAKLAND TECHNOLOGY EXCHANGE WEST, CIVICORPS SCHOOLS AND ECS REFINING

Background OUSD, OTX and Civicorps have a long history of working together as educational partners, with the OTX serving as the preferred supplier of refurbished computers to our schools and providing thousands of computers to district families. Civicorps has worked in Oakland for decades and is an OUSD authorized charter school. Civicorp has helped high school dropouts earn diplomas, go to college, and develop rewarding



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careers. All these organizations are aligned around a focus on supporting Oakland students be college, career and community ready. Civicorps brought on ECS as a valuable partner in their long-established recycling program that provides job training. ESC is an established e-waste processor. Civicorps chose ESC because they are e-Stewards Certified® and an e-Stewards Founder, meaning they lead the global effort to ethically and domestically process materials, ensuring that non-working electronics are properly processed to the highest standards.

Discussion

This MOU is for services that will enable the District to improve the support of computers and other technology to school sites and Central Office Staff by all parties in this MOU cooperating to remove outdated, insecure, and non-functioning equipment (“e-waste”) from OUSD sites.

Recommendation

Approve Memorandum of Understanding (this “MOU” or “Agreement”) between The OAKLAND UNIFIED SCHOOL DISTRICT and OAKLAND TECHNOLOGY EXCHANGE WEST, CIVICORPS SCHOOLS AND ECS REFINING

Fiscal Impact

No cost to District

Attachments

MEMORANDUM OF UNDERSTANDING BETWEEN THE OAKLAND UNIFIED SCHOOL DISTRICT, OAKLAND TECHNOLOGY EXCHANGE WEST, CIVICORPS SCHOOLS AND ECS REFINING



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 16-1007

Department: Technology

Vendor Name: OTXWest, Civicorp, and ECS Refining

Contract Term: Start Date: May 25, 2016 End Date: May 24, 2018

Annual Cost: \$ 0

Approved by: John Krull, Jackie Minor

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

OTXwest has a longtime partnership with OUSD. Civicorp, a charter partner and Oakland social enterprise is partnering with ECS Refining to environmentally refine and reuse raw materials

Summarize the services this Vendor will be providing.

Vendors will collect, refurbish, and recycle outdated and insecure technology.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

There is no cost.

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**



MEMORANDUM OF UNDERSTANDING BETWEEN THE OAKLAND UNIFIED SCHOOL DISTRICT, OAKLAND TECHNOLOGY EXCHANGE WEST, CIVICORPS SCHOOLS AND ECS REFINING

This Memorandum of Understanding (this "MOU" or "Agreement") is made and entered into this twentieth day of May, 2016, between The **OAKLAND UNIFIED SCHOOL DISTRICT** (known as OUSD and referred to herein as "OUSD" or "the District") located at 1000 Broadway Suite 680 Oakland, CA 94607 and **OAKLAND TECHNOLOGY EXCHANGE WEST** (known as Otxwest and referred to herein as "OTXWEST" or "OTX") located at 1680 14th St. Oakland, CA 94607, **CIVICORPS SCHOOLS** (known as CIVICORPS and referred to herein AS "CIVICORPS"), located at 101 MYRTLE ST. OAKLAND 94607 AND **ECS REFINING** (known as ECS and referred to herein as "ECS") located at 705 Reed St. Santa Clara California. OUSD, OTXWEST, CIVICORPS and ECS are sometimes referred to in this MOU individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, OTXWest operates an environmentally sustainable computer reuse and refurbishing program that contributes to eliminating the Digital Divide in Oakland; and

WHEREAS, the Civicorps has had longstanding, mutually beneficial relationship with the District for over two decades and works with ESC an established, environmentally friendly and certified recycler; and

WHEREAS, the parties and the District desire to establish this relationship for the good of the parties, the District, and the community they all serve;

NOW THEREFORE, the parties enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth here, the parties agree as follows:

I. INTRODUCTION

THE DISTRICT. The Oakland Unified School District ("OUSD" or the "District") educates approximately 37,000 students in the City of Oakland; there are 12,000 students in Oakland public

charter schools and 18 charter schools are in District owned facilities. The District has 50 elementary schools (K-5), 5 elementary/middle schools (K-8), 14 middle schools (6-8), 3 middle/high schools (6-12), 6 comprehensive senior high schools (9-12), and 12 alternative/continuation schools. The District employs 4,360 staff, including certificated (credentialed teaching), classified (non-teaching) and management. The District's 2014-2015 Fiscal Year Budget was \$551.9 Million, of which \$423.6 Million was general funds. We encourage you to explore our website for more information about the District at: <http://www.ousd.org> and <http://www.thrivingstudents.org>.

In November 2014, the District Board of Education approved the "Pathway to Excellence: 2015-2020" Strategic Plan as the District's roadmap for the next five years to ensure that all students find joy in their academic experience while graduating with the skills needed to succeed in college, career, and community. The strategic plan is rooted in our foundational principles of putting students first, equity, and integrity, and it clearly spells out our three core priorities: Effective Talent Programs, Accountable School District, and Quality Community Schools. One of the components of Accountable School District is "PERFORMANCE MANAGEMENT," including measuring the effectiveness of central services to ensure that student needs are put first and schools receive the support they need to be successful.

This MOU is for services that will enable the District to improve the support of computers and other technology to school sites and Central Office Staff by all parties in this MOU cooperating to remove outdated, insecure, and non-functioning equipment ("e-waste") from OUSD sites.

History of Relationship. OUSD, OTX and Civicorps have a long history of working together as educational partners, with the OTX serving as the preferred supplier of refurbished computers to our schools and providing thousands of computers to district families, Civicorps has worked in Oakland for decades and is an OUSD authorized charter school. Civicorps has help high school dropouts earn diplomas, go to college, and develop rewarding careers. All these organizations are aligned around a focus on supporting Oakland students be college, career and community ready. Civicorps brought on ECS as a valuable partner in their long-established recycling program that provides job training. ESC is an established e-waste processor. Civicorps chose ECS because they are **e-Stewards Certified®** and an **e-Stewards Founder**, meaning they lead the global effort to ethically and domestically process materials, ensuring no non-working electronics are properly processed to the highest standards.

II. AGREEMENT.

OUSD, OTX, Civicorps, and ECS desire to collaborate to remove e-waste from our sites.

In order to achieve an effective collaboration, OUSD, OTX, Civicorps, and ECS need to agree to certain deliverables. For and in consideration of the mutual promises set forth in this Agreement, the parties do mutually agree as follows:

1. OTX, Civicorps, and ECS will collect e-waste from OUSD schools beginning in May 2016 with an intense 2-week pickup window during the last two weeks in June. The parties plan to schedule regular pickups 3-4 times per year.
2. OUSD will communicate with schools and sites about opportunities for e-waste removal. OUSD will communicate requirements for removing insecure and outdated equipment that risks the efficient and safe technology support needed at our sites.
3. OTX will schedule pick-up with school principals and/or site personnel.
4. OTX and/or Civicorps will complete, as necessary, pre-pick up visits to consult and to drop off pallets and boxes
5. OUSD school personnel will select and securely store e-waste in an orderly manner for pick-up. E-waste may include: Desktop workstations, Laptop mobile computers, Mobile phones and tablets, Printers, Copiers, FAX machines, multifunction machines (No full size copy machines), Handheld devices, Scanners, Servers, Firewalls, Routers, Switches, Cords, cables, and small e-waste (no disks or trash) and CRT and LCD monitors
6. OTX and/or Civicorps will pack, secure, and remove e-waste at scheduled sites
7. OTX will evaluate and separately select, remove, and document any computers for refurbishing.
8. OTX will document any computers selected for refurbishing noting: Asset Type, Asset ID number, Serial number, Brand Name, Brand Model and Current Location
9. OTX and/or Civicorps will deliver e-waste to secure Civicorp Location
10. Civicorps will securely store equipment in a locked cage until ECS pick up.
11. ECS will pick up and transport e-waste to its refinement facility in Stockton, CA
12. ECS will provide a count by asset classification of all items received.
13. ECS will, when requested, provide hard drive destruction with "Certificate of Data Destruction" that meets NIST 800-88 Standards, otherwise erasing drives according to industry standards.
14. OTX may resell refurbished equipment back to the District for use in schools and offices as long as said equipment meets minimum technology threshold standards established by the District for the purchase of refurbished computers and peripherals.

OTX, Civicorps and ECS:

- Are solely responsible for staffing and providing services under this Agreement. Parties certify that staff and/or trainees are adequately trained and prepared according to prevailing professional standards for providing such services.
- Shall provide adequate supervision of professional staff and/or trainees.
- Shall certify that they will follow legal guidelines on reporting child abuse.
- Shall certify that all personnel in contact with children shall provide evidence of freedom from tuberculosis upon request and that personnel meet District criminal conviction standards.
- Are authorized to remove computers and peripherals from District property only after they have been identified as surplus by OUSD and with the express approval of the Chief Technology Officer or designee.
- Shall be responsible for the removal and deletion of any remaining District or District-related data found on any computer hard drive according to the highest industry standards
- Will provide the aforesaid services at no expense to the District.

III GENERAL PROVISIONS

A. Insurance: Unless specifically waived by the District, the following insurance is required:

If parties employ any person to perform work in connection with this Agreement, Parties 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.

Parties are 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.

Parties 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 the District and shall name the District as an additional insured. Endorsement of the District as an additional insured shall not affect the District's rights to any claim, demand, suit or judgment made, brought or recovered against Parties. The policy shall protect Parties and the District 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.

B. Non-Discrimination: It is the policy of the District 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, Parties 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 the District policy. In addition, Parties agree to require like compliance by all its subcontractor(s). Parties 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 or sexual orientation.

C. Drug-Free / Smoke Free Policy: No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on the District property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

D. Indemnification: Parties agree to hold harmless, indemnify, and defend the District 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. Parties also agree to hold harmless, indemnify, and defend the District 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 Parties in connection with the performance of this Agreement. This provision survives termination of this Agreement.

E. Termination: the District may at any time terminate this Agreement upon written notice to Parties. In addition, the District may terminate this Agreement for cause should Parties fail to perform any part of this Agreement. In the event of termination for cause, the District may secure the required services from another contractor.

F. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: Parties certify 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

principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or Parties 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/>)

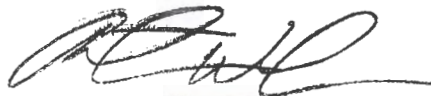
G. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by all Parties.

H. Term of Agreement: The length of this agreement will be 3 years. May, 20, 2016 to May 19, 2019.

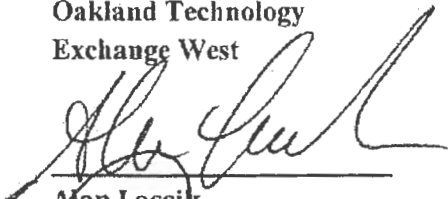
IN WITNESS WHEREOF, the parties hereto agreed to be bound and have executed this Agreement on the day first mentioned above.



Seth Hubbert
Oakland Technology
Exchange West

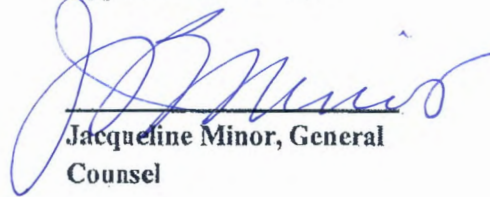


Superintendent and
Secretary,
Oakland Unified School
District

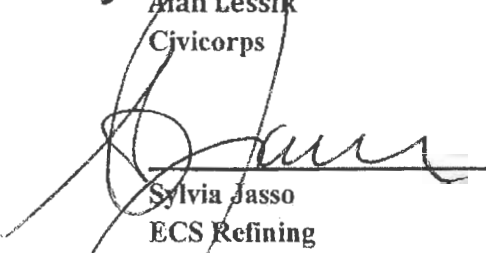


Alan Lessik
Civicorps

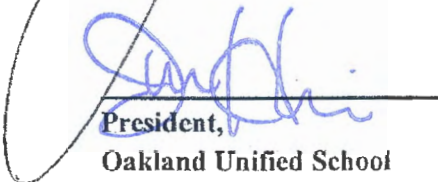
Approved as to Form:



Jacqueline Minor, General
Counsel



Sylvia Jasso
ECS Refining

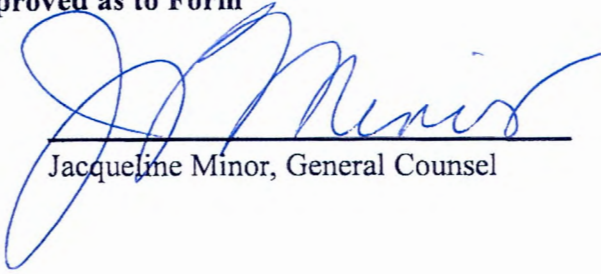


President,
Oakland Unified School
District

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By:

Oakland Unified School District

Approved as to Form



Jacqueline Minor, General Counsel