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Enactment Date	9/28/16 <i>oa</i>



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent

**Board Meeting  
Date**

*(To be completed by  
Procurement)*

9/28/16

**Subject** Memorandum of Understanding-Oakland Natives Give Back(Contractor) -  
922/Community Schools and Student Services Department (Site/Department)

**Action Requested** Approval of a Memorandum of Understanding between Oakland Unified School District and Oakland Natives Give Back. Attendance Incentives to be provided to Oakland Unified School District Schools for the period of July 1, 2016 through June 30, 2017.

**Background** Chronic Absence rates are rising. Attendance works, a National Initiative, outlines five components of an attendance plan. One of the components is that schools should provide incentives to motivate and encourage good attendance. Oakland Natives Gives Back was founded in 2008. In addition to hosting the Back to School Rally each year in downtown Oakland, the organization is also committed to educating parents about the importance of good attendance and helping reduce truancy in Oakland.

**Discussion** Approval by the Board of Education of a Memorandum of Understanding between the District and Oakland Natives Give Back, Oakland, CA, for the latter to provide the coordination of the attendance incentive campaign components and the funds awarded as prizes: District-wide Challenge for 20 students awarded with perfect attendance, Participating Elementary School Challenge for 5 students from 5 participating schools with the highest attendance, Classroom Challenge for classrooms at 5 participating schools competing for the highest attendance for an incentive award, and the High School End-of-the-Year Celebration, for schools to compete, and the Bonta Challenge, District-wide competition where school administrators are invited to participate and prepare an innovative and comprehensive year-long strategy to increase attendance at their sites, and other school incentive awards related to these events under the supervision of the Attendance and Discipline Support Services Department for the period of July 1, 2016 through June 30, 2017, at no cost to the District.

**Recommendation** Approval of Memorandum of Understanding between Oakland Unified School District and Oakland Natives Give Back. Services to be provided for the period of July 1, 2016 through June 30, 2017.

**Fiscal Impact** Funding Source: Oakland Natives Give Back will provide funds. No Fiscal Impact

**Attachments**

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



## CONTRACT JUSTIFICATION FORM

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

**Legislative File ID No.** 16-2012

**Department:** 922/ Community School and Student Services Department

**Vendor Name:** Oakland Native Give Back

**Contract Term:** Start Date: July 1, 2016 End Date: June 30, 2017

**Annual Cost:** \$ No Fiscal Impact

**Approved by:** Theresa Clincy, Marion McWilliams

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

### Why was this Vendor selected?

This organization will coordinate the attendance incentive campaign components and fund the prizes to participating OUSD students.

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

They will coordinate the attendance incentive campaign components and fund the awarded as prizes:

- District-wide Challenge for twenty students awarded with perfect attendance,
- Participating Elementary School Challenge for five students from five participating schools with the highest attendance,
- Classroom Challenge for classrooms at five participating schools competing for the highest attendance for an incentive award,
- High School End-of-the-Year Celebration, for schools to compete,
- Bonta Challenge, District-wide competition where school administrators are invited to participate and prepare an innovative and comprehensive year-long strategy to increase attendance at their sites, and other school incentive awards related to these events.

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

If No, answer the following:

1) How did you determine the price is competitive?

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 UNDERSTANDING FOR OAKLAND NATIVES GIVE BACK ATTENDANCE INCENTIVE CAMPAIGN (DRAFT)

### I. Parties

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between Oakland Unified School District ("OUSD") and Oakland Natives Give Back (CONTRACTOR).

WHEREAS, the CONTRACTOR's services or programs 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/programs on school(s) site(s) ("Schools") selected in Section II of the MOU.

### II. Program Sites

All Oakland Unified School District Public K-12 students and schools are eligible to participate in the incentive programs described in Items 1.1 and 1.6 of this agreement.

All students and families attending the Oakland Unified School District Public Elementary School sites (Select Schools) listed below, in this section, are eligible to participate in the incentive programs described in items 1.2, 1.3 and 1.4 of this agreement. If one or more of the 2016-2017 Select Schools listed below do not meet the criteria (SEE Section VI) to be a Select School, CONTRACTOR may elect to replace it with a school from 2015-2016 list of Select Schools.

#### 2016-2017 Select Schools:

Bridges Elementary School  
Brookfield Elementary School  
Horace Mann Elementary School  
Hoover Elementary School  
Howard Elementary School

#### 2015-2016 Selected Schools:

Parker  
Martin Luther King Jr.  
Lafayette  
PLACE@Prescott

All students and families at the Oakland Unified School District Public High School sites listed below are eligible to participate in the incentive programs described in item 1.5 of this Agreement. The program is limited to students in grades 9-12.



### **Group A**

Castlemont High School  
Fremont High School  
Oakland High School  
Oakland Technical High School  
Skyline High School

### **Group B**

Coliseum College Prep  
Life Academy  
Madison Park Academy  
McClymonds High School  
Oakland International High School

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

1. The Program description and services that will be provided to OUSD include the coordination of the following attendance incentive campaign components and the funds awarded as prizes:
  - 1.1. **District-wide Challenge:** Students with good attendance for a 30-day period in Fall 2016 can compete for a chance to win \$500. Good attendance for this campaign is defined as no more than 1 day of excused absence and no tardies. There will be **20 recipients** awarded. This campaign is open to all OUSD public schools. Written parent consent will be required prior to the release of student level attendance data. Pre-registration is required for participation. Pre-registration means that the parents must sign the registration form at a later date for release of attendance data if their student's name is pulled. Participants can Pre-register online through our website at [www.oaklandnatives.org](http://www.oaklandnatives.org) or they can download and complete the registration form, which is also on our website. Principals will receive a copy of the flyer and registration form to share with students.
  - 1.2. **Elementary School Select School Challenge:** This is a monthly challenge where students from the **five** participating elementary Select Schools will compete for a chance to win \$500 per school site for near-perfect attendance (no more than 1 excused absence and no tardies). There will be winners each month for January to May 2017 (one from each participating school). Pre-registered students will have their names entered for the monthly drawing. The Parties agree that written parent permission is required before student attendance data can be released. Awards will also be provided to the students with the highest reduction in chronic absence during this same time period. One winner will be selected from each of the five participating select schools.



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- 1.3. **Elementary School Select School Award:** Each of the Select Schools will receive \$1000 after the second round of teacher surveys are returned to the CONTRACTOR to use for student incentives, for participating in the monthly school challenge.
- 1.4. **Elementary School Classroom Challenge:** Classrooms at the **five** participating select school sites will compete for a chance to have a taco truck party for having the most improved classroom attendance percentage. There will be one winner at each site. The Contractor assumes all responsibility and liability relating to the taco truck.
- 1.5. **High School End-of-the-Year Celebration:** This is an OUSD District-wide competition whereby OUSD public high school sites compete for a chance to win a concert. The school that has the highest reduction in Chronic Absenteeism/Truancy from the 2015-2016 school year will win an End-of-Year Concert.

Requirements for reducing chronic absenteeism Schools with:

1. Over 20% chronic absenteeism - reduction of at least 10%
2. 11-20% chronic absenteeism - reduction of at least 7%
3. 1-10% chronic absenteeism - reduction of 5%

The CONTRACTOR will be responsible for all logistics related to the concert. The CONTRACTOR assumes all responsibility and and liability related to this event. The concert will be held at a separate location during non-school hours. CONTRACTOR will plan the concert and invite the winning schools to attend. The public high schools will be divided into two groups: *Group A* is the larger schools & *Group B* is the smaller schools. One school from *Group A* & one from *Group B* will attend the winning concert.

- 1.6. **Assemblymember Rob Bonta \$25,000 Attendance Challenge:** This is an OUSD District-wide competition where OUSD public school administrators will be invited to prepare an innovative and comprehensive year-long strategy to increase attendance at their site. The school with the best plan will be awarded \$25,000 to implement their plan for the 2017-2018 school year. Templates for completion and judging will be the sole responsibility of Oakland Natives Give Back.

2. Staff, employees, affiliates, and associates of the CONTRACTOR will have no unsupervised contact with students.
3. Ensure that all CONTRACTOR personnel, including subcontractors, will comply with any policies 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).

**Anti-Discrimination--** It is the policy of OUSD that in the connection with CONTRACTOR's services in this MOU there shall be no discrimination against any



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employee engaged in the work because 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.

**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 potential conflict does arise.

**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.

**Insurance**--Provide evidence of general liability insurance that names OUSD as an additional insured, for subcontractors (e.g., taco truck vendor, festival vendors, concert Contractor provides programs/services with at least \$1M in coverage, and furnish certificate of said insurance to OUSD.

**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.

**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 of OUSD. CONTRACTOR will comply with FERPA, and will be allowed to use the data. 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:
  - a. Insurance---see Section III.3 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 district/site contact person to CONTRACTOR, to check in and meet at frequency to be agreed upon by District/School(s) and the CONTRACTOR. Connect CONTRACTOR to attend Principal meeting(s) to be able to address principals about programs.



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- B. Promote the campaign using internal communication systems.
- 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:**

Schools must opt-in to participate in Programs which includes agreeing to:

- A. Principal & School's Point-of-Contact (POC) person meet with CONTRACTOR staff at the start of the Program to discuss program details and goals.
- B. Schedule school-wide assemblies to award monthly winner (for Elementary Schools only.) Assemblies can be in conjunction with pre-planned school assemblies. The assemblies are recommended, not required. If an assembly is not scheduled CONTRACTOR agrees to present the award to the student in his/her classroom.
- C. Send reasonable messaging to parents and school community including, but not limited to automated mass-messaging calls, text messages, newsletters, etc.
- D. Select a school site Point-of-Contact (POC) to communicate with CONTRACTOR about campaign details.
- E. Schedule CONTRACTOR staff to attend school faculty meeting for teachers to fill out 10-minute Teacher Survey at a mutually agreed upon date/time at the beginning & end of the program.
- F. Provide counter space in the office for a small box that will be used to collect registration forms.
- G. Hand out and collect registrations forms for students to pre-register for CONTRACTOR's 2017 10th Annual Attend & Achieve Back to School Rally at City of Oakland Mayor's office at the end of the school year. Registration forms can be returned to the CONTRACTOR's box on the counter in the front office.

**The District further agrees to provide:**

- A. Tracking of student attendance as tracked by class.
- B. Class- and school-level data. It is the understanding of both Parties that student level data will only be released with written consent from parents or legal guardians.
- C. Spanish translation for registration forms and automated mass-messaging calls.

**VII. Space**

No office is needed by CONTRACTOR for the campaign.

**VIII. Duration**

This MOU is for the 2016-2017 school year.

**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**



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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.

#### XI. Communication


Please identify a contact person from OUSD:


Name	Theresa Clincy
Address	1000 Broadway, Suite 150, Oakland, CA 94607
Phone Number	510-879-2347
E-mail	theresa.clincy@ousd.org

Please identify a contact person from CONTRACTOR:

Name	Ruqayyah Abdul-Rahim
Address	519-17th Street, Suite #210, Oakland, CA 94612 (physical address) 4096 Piedmont Avenue, #268, Oakland, CA 94611 (mailing address)
Phone Number	Cell: 909-205-9734 or Direct: 510-225-6422
E-mail	ruqayyah@oaklandnatives.org

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

By:  Dated: 8/30/16 (MM/DD/YYYY)  
Sondra Aguilera, Deputy Chief  
Community Schools and Student Services Dept.

By:  Dated: 8-30-16 (MM/DD/YYYY)  
Nyeisha DeWitt, Executive Director  
Oakland Natives Give Back



**OAKLAND UNIFIED  
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By: *Marion McWilliams* Dated: 9/1/2016 (MM/DD/YYYY)  
Marion McWilliams, General Counsel  
Oakland Unified School District

*James Harris*  
**James Harris**  
President, Board of Education

*Antwan Wilson*  
**Antwan Wilson**  
Secretary, Board of Education



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
8/30/2016

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 <b>HAYES INSURANCE AGENCY</b> <b>3550 SAN PABLO DAM RD., STE. C</b> <b>EL SOBRANTE, CA 94803</b>	CONTACT NAME: <b>Bryan W.</b> PHONE (A/C No. Ext.): <b>(800) 869-8643</b> FAX (A/C No.): <b>(510) 222-6162</b> E-MAIL ADDRESS: <b>bwilliams@hayesbrokers.com</b>
INSURED  <b>OAKLAND NATIVE GIVE BACK FUND, INC.</b> <b>4096 PIEDMONT AVE., #258</b> <b>OAKLAND, CA 94611</b>	INSURER(S) AFFORDING COVERAGE INSURER A: <b>UNITED STATES LIABILITY INSURANCE CO.</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES      CERTIFICATE NUMBER:      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 REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		NBP1554203	4/13/2016	4/13/2017	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Anyone person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COM/OP AGG \$ <b>2,000,000</b> OTHER:
	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER:
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ OTHER:
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED PER THE ATTACHED ENDORSEMENT.**

## CERTIFICATE HOLDER

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**ATTENTION: RISK MANAGEMENT**  
**900 HIGH STREET**  
**OAKLAND, CA 94601**

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<b>Name of Person or Organization:</b> OAKLAND UNIFIED SCHOOL DISTRICT ATTN: RISK MANAGEMENT 900 HIGH STREET OAKLAND, CA 94601
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Oakland\* Natives\* Give\* Back\***  
**Record Status: Active**

**No Search Results**