Board Office Use: Le	gislative File Info.	
File ID Number	16-2442	
Introduction Date	12/14/16	
Enactment Number	16-1896	
Enactment Date	12-14-160	



Memo

То	Board of Education				
From	Antwan Wilson, Superintendent				
Board Meeting Date	December 14, 2016				
Subject	Memorandum of Agreement - Fresh Lifelines for Youth - (contractor) - <u>Community Partnerships Unit - 922/Community Schools and Student Services</u> <u>Department</u> (site/department)				
Action Requested	Approval of a Memorandum of Agreement between the Oakland Unified School District and Fresh Lifelines for Youth, Oakland, CA, to be primarily provided via the Community Schools and Student Services Department for the period of August 22, 2016 through June 9, 2017.				
Background A one paragraph explanation of why the consultant's services are needed.	Fresh Lifelines for Youth (FLY) staff has worked in the youth development field and are trained to facilitate the curriculum and provide strengths- based case management. Their overall goal is to reduce recidivism for youth involved in the juvenile justice system.				
Discussion One paragraph summary of the scope of work.	Approval by the Board of Education of a Memorandum of Agreement between the District and Fresh Lifelines for Youth, Oakland, CA, and the Memorandum of Agreement for the Specific School Site, Dewey Academy, for Fresh Lifelines for Youth to provide a semester-long legal education and life skills course along with a 10-month leadership program, as described in the Scope of Work, incorporated herein by reference as though fully set forth, via the Community Schools and Student Services Department, for the period of August 22, 2016 through June 9, 2017, at no cost to the District.				
Recommendation	Approval of a Memorandum of Agreement between Oakland Unified School District and Fresh Lifelines for Youth. Contractual services to be provided via the Community Schools and Student Services Department for the period of August 22, 2016 through June 9, 2017.				
Fiscal Impact	Funding resource name (please spell out): No Fiscal Impact				
Attachments	Memorandum of Agreement Certificate of Insurance Scope of Work Statement of Qualifications				



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

Legislative File ID No. 16-2442
Department: 922/Community Schools and Student Services Department
Vendor Name:
Contract Term: Start Date: End Date:
Annual Cost: \$
Approved by:
Is Vendor a local Oakland business? Yes 🗸 No
Why was this Vendor selected?
School site selected partner for non-profit agreement.
Summarize the services this Vendor will be providing.
Semester-long legal education and life skills course; 10-month leadership program

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

No money is being exchanged. Non profit MOU.

2)	Please	check	the	competitive	bid	exception	relied	upon:

	e check the competitive bla 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)
Ц	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
Ц	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 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 Fresh Lifelines for Youth [CONTRACTOR—name of your organization].

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:

Dewey Academy Senior High School

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. FLY provides a semester-long legal education and life skills course

along with a 10-month leadership program.

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

FLY staff has worked in the youth development field and are

trained by FLY to facilitate the curriculum and provide

strengths-based case management.

- 3. Please check <u>all</u> of the expectations or goals below that are in agreement with your program's 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
- Other: Reduce recidivism for youth involved in the juvenile justice

system

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 DOJ and FBI criminal background check via Live Scan 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

- <u>General Liability:</u> EITHER (a) Provide evidence of general liability insurance that names OUSD as an additional insured, for operations, students, volunteers, and personnel at location where CONTRACTOR provides programs/services with at least \$1 Million in coverage, and furnish certificate of said insurance to OUSD OR (b) CONTRACTOR is not required to maintain insurance under this agreement if the Risk Management Officer signs a waiver of insurance. The additional insured address must read: Oakland Unified School District, Attention: Risk Management, 1000 Broadway Suite 440, Oakland, CA 94607. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- 2. Workers' Compensation: If CONTRACTOR employs any person to perform work in connection with this MOU, 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. The CONTRACTORS' Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

☐ The requirements under Section D, 2. will not apply if CONTRACTOR checks or marks this box and by doing so confirms and represents that it does not employ anyone in the manner subject to the workers' compensation laws of California.

- 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.
- G. **Register With/Update Community Partner Platform**—Contractor shall register in OUSD's Community Partner Platform (CPP) database and perform annual updates by August 31 of each year, to maintain full and complete up-to-date information. The CPP database and instructions may be found online at ousd.org under Partner Organizations.

IV. Required Documents

CONTRACTOR CANNOT commence the services agreed to in this MOU until it has submitted the following documents:

- A. <u>Contractor (Individual)</u>:
 - □ 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. <u>Contractor</u>:

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. **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, state test 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 $\frac{08/22/16}{[Insert mm/dd/year]} = \frac{06/09/17}{[Insert mm/dd/year]}$ period.

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. Defense/Indemnity/Hold Harmless

Each party to this MOU agrees to defend, 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.

Dated: 9 dry lalaer 2016 (MM/DD/YYYY) Bv: Sponsoring Department or Site Principal

By: <u>Afnink</u> Dated: <u>Stall</u> (MM/DD/YYYY) <u>Ali Knight</u> (Print Name) Fresh Lifelines for Youth (CONTRACTOR)

Approved as to form and procedure

16 _(MM/DD/YYYY) By:

Michael L. Smith, Deputy General Counsel Oakland Unified School District

File ID Number: 16-2442 Introduction Date: 12-14 Enactment Number:_ Enactment Date: By:

6

MEMORANDUM OF AGREEMENT BETWEEN A NON-PROFIT ORGANIZATION AND SPECIFIC SCHOOL SITE

I. Parties

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

between Dewey Academy Senior High School (SCHOOL) and

Fresh Lifelines for Youth [CONTRACTOR—name of your organization].

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

<u>Directions</u>: Please check <u>all</u> of the expectations or goals below that are in agreement with your program's services. This list is similar to the one you filled out on page 2 of the MOU with OUSD; however, this one is for the school site's information. <u>You must fill out both.</u>

- 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
- Other: <u>Reduce recidivism rates for justice-involved youth</u>

III. Time Commitment/Schedule

<u>Directions</u>: Please attach a schedule that details the amount of time you will be at the school site and when. The schedule should detail the number of hours per day, number of days per week, number of weeks per month and so on, that you will be providing your services at the school. Both parties must agree to this schedule.



Fresh Lifelines for Youth, Inc. and Dewey Academy Senior High School Partnership

2016 - 2017 School Year

Program: Law Program

Class Days: Mondays and Fridays (with the possibility of moving to Wednesdays)

Class Times: 2:08pm – 2:58pm

Semesters: 1 Semester

Class Facilitators: 2-4

Youth who participate in the Law Program then have the opportunity to join our Leadership Program which is a 10 month volunteer program

IV. Space

Check off all of the rooms or space at school that CONTRACTOR's will use to provide services at this school:

- Kitchen
- Cafeteria (without access to Kitchen equipment and facilities)
- Gym
- Classroom(s): (please list how many and which ones)
- Office(s)/Conference Room: (please list how many and which ones)
- Yard/Outdoor Play area
- Other:

V. Communication

Please identify a contact person for CONTRACTOR:

Name	Jamela Joseph
Address	333 Hegenberger Rd. Suite 707 Oakland, CA
Phone Number	510-703-2099
E-mail	jamela@flyprogram.org

Please identify a contact person for the School site:

Name	Robin Glover
Address	1111 2nd Ave. Oakland, CA 94606
Phone Number	510-874-3660
E-mail	robin.glover@ousd.org

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

By:

 Rolui Glover
 Dated:
 9/18/2016
 (MM/DD/YYYY)

 Site Principal or Contact Person
 Atrix nt
 Dated:
 \$18/16
 (MM/DD/YYYY)

By: (CONTRACTOR

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Certificate holder is named as an additional insured per attached andorsement form CG2010. ched if more space is required)

CERTIFICATE HOLDER		CANCELLATION
Oakland Unified Schoo	OAKLA00	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Attention: Risk Manage 1000 Broadway, Suite 4 Oakland, CA 94607	ment 40	AUTHORIZED REPRESENTATIVE
CORD 25 (2014/01)		© 1988-2014 ACORD CORPORATION. All rights reserved.

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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

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations				
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.				
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

 The insurance afforded to such additional insured only applies to the extent permitted by law; and

- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

 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 location 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.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

 Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



8/15/16

Martin C. Young Community School Partnerships Oakland Unified School District 1000 Broadway Suite 680 Oakland, CA 94607

Dear Mr. Young,

We are in receipt of your request for TB tests and fingerprinting verification as it relates to the Community School Partnerships MOU process. Please accept this letter as confirmation that all Fresh Lifelines for Youth staff have been properly screened and cleared with TB tests and fingerprinting. The fingerprinting was completed by the Livescan Operator/Custodian of Records with Bay Area Community Resources at 3219 Pierce Street Richmond, CA 94804.

If you have any questions or require any additional information, please do not hesitate to reach me at <u>408-504-7703</u> or <u>ali@flyprogram.org</u>.

Best Regards,

Ali Knight Chief Operating Officer Fresh Lifelines for Youth, Inc. 333 Hegenberger Road Suite 707 Oakland, CA 94621

Sobrato Center for Nonprofits - Milpitas 568 Valley Way Milpitas, CA 95035 FAX (408) 263-2631



FLY's Scope of Work

FLY's hallmark service is a legal education/life skills course followed by case management/leadership development for those youth in greatest need of additional support. The Law Program offers 12-weeks of legal education and life skills, teaching our youth about the law and consequences of crime, while inspiring them to change and build their skills to make change possible. The course is offered either during the school day (in pre-existing courses like history, health, leadership; as an elective; or during after school hours). Our nationally recognized law curriculum, sponsored in part by the Office of Juvenile Justice and Delinquency Prevention's (OJJDP) law-related education research, is an interactive and evidence-informed program that uses role-play, debates, and mock trials and city council meetings to capture youth interest by educating them about the law and consequences of crime.

The legal education course inspires youth to change their behavior and fosters pro-social behaviors and skills such as empathy, anger management, non-violent conflict resolution, resisting negative peer pressure, drug refusal skills, problem solving, and positive leadership to make change possible. Examples of course topics include assault, theft, vandalism, hate crimes, drugs, gangs, and the 3-Strikes law. Mid-way through the program youth take a field trip to a local university where they tour the campus, learn about college, financial aid, and the juvenile justice system, and act out a trial in the university's moot courtroom. At the conclusion of the law program, FLY holds a graduation ceremony, where each youth is individually honored and recognized for their contributions to the class.

After completing the 12-week course, youth needing additional support to make lasting change work 1:1 with a case manager/mentor (a FLY staff member) for 1-2 years to prevent recidivism, advance academically, and help them become self-sufficient and lead healthy lives. Youth also receive leadership training as they work together to learn how to identify and redirect their strengths through community service-learning projects.

FLY anticipates that over 70% will report an increased desire to change, skills, confidence and developmental assets (predictors of success) to make change possible. We also anticipate that 70% will report after FLY they have hope for the future and are less likely to break the law. Plus, the youth receiving case management services will work with FLY staff to create and begin working on a success plan. This comprehensive case management plan uses evidence based tools to identify and address the youth's biggest risk factors for continued criminal behavior.



FLY's Statement of Qualifications

At FLY, we believe that all our children deserve to become more than their past mistakes. Sadly, very few organizations and funders are committed to ensuring our most at-risk kids, especially those involved in the juvenile justice system, get that chance.

Dedicated to our mission of preventing juvenile crime and incarceration through legal education, leadership training, and mentoring – we look to break the cycle of violence, crime, and incarceration of teens. FLY works with youth, ages 15-18, involved in, or at risk for involvement in, the juvenile justice system (incarcerated or on probation).

FLY provides innovative *outcomes-based and research informed* legal education, case management, leadership development, and mentoring services that inspire and empower youth to alter the trajectory of their lives.

FLY's history began over 15 years ago starting off in Santa Clara County and then San Mateo County. In 2015, FLY successfully launched in Alameda County.

FLY's Programs achieve measurable impact. Each year, 80% of youth completing our Law Program in Santa Clara and San Mateo Counties report they are

- inspired to change
- have built their skills and confidence to make change possible
- have hope for their futures
- are less likely to break the law

For youth receiving our case management/leadership training, over 70% are not convicted of an offense during the program, and 60% - 80% of eligible high school seniors graduate or receive their High School Diplomas or GEDs annually.

Given FLY's innovative approach and outstanding and consistent results we have received recognition at the national, state, and local levels. For example:

- 2010 Ashoka Fellowship for social entrepreneurship; one of the first agencies in the United States to receive this award in the field of juvenile justice
- 2012 James Irvine Foundation Leadership Award; developing powerful and effective solutions to address problems of statewide importance: juvenile crime

- 2013 Edna McConnell Clark Foundation; selected as one of only 14 agencies in the United States to participate in their three-year Propel*Next* Initiative to build organizational capacity for growth and scale
- Other: Community Partnership Award, Stanford University; City of San Jose and County of Santa Clara Human Rights Awards; Santa Clara County School Boards' Association, Glenn W. Hoffmann Exemplary Program Award

Just as we've produced outcomes in Santa Clara and San Mateo Counties, FLY expects to produce positive results is Alameda County, to strengthen and to contribute to the great work already happening in Alameda County.

SAM Search Results List of records matching your search for : Search Term : Fresh* Lifelines* for* Youth* Record Status: Active						
ENTITY Fresh Lifelines For Youth In	c Status:Active					
DUNS: 072153450 +4:	CAGE Code: 4BP53 DoDAAC:					
Expiration Date: May 13, 2017 Has Active	e Exclusion?: No Delinquent Federal Debt?: No					
Address: 568 valley way City: SAN JOSE ZIP Code: 95110	State/Province: CALIFORNIA Country: UNITED STATES					