Board Office Use: Le	gislative File Info.
File ID Number	16-2611
Introduction Date	01/11/17
<b>Enactment Number</b>	17-0027,
Enactment Date	1-11-1711



### Memo

To

Board of Education

From

Antwan Wilson, Superintendent

**Board Meeting** 

Date

January 11, 2017

Subject

Memorandum of Agreement - Bay Area Urban Network - (contractor) -Community Partnerships Unit - 922/Community Schools and Student

Services Department (site/department)

**Action Requested** 

Approval of a Memorandum of Agreement between the Oakland Unified School District and Bay Area Urban Network, Oakland, CA, to be primarily provided via the Community Schools and Student Services Department for the period of August 22, 2016 through June 10, 2017.

Background

A one paragraph explanation of why the consultant's services are needed.

Bay Area Urban Network will provide weekly Saving Lives in Campus Everywhere (SLICE) Program staff who are committed to encouraging youth to pursue higher education. Directors are all trained public speakers who have been involved with the program for an average of three years.

Discussion

One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Agreement between the District and Bay Area Urban Network, Oakland, CA, and the Memorandum of Agreement for the Specific School Site, Frick Middle School, for Bay Area Urban Network to facilitate weekly Saving Lives in Campus Everywhere (SLICE) Program that provides life skills curriculum to students in grade 7 and 8 at lunch, 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 10, 2017, at no cost to the District.

Recommendation

Approval of a Memorandum of Agreement between Oakland Unified School District and Bay Area Urban Network. Contractual services to be provided via the Community Schools and Student Services Department for the period of August 22, 2016 through June 10, 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. 16-2611
Department: 922/Community Schools and Student Services Department
Vendor Name: Bay Area Urban Network
<b>Contract Term:</b> Start Date: 08/22/16 End Date: 06/10/17
Annual Cost: \$ 0
Approved by: Andrea Bustamante
Is Vendor a local Oakland business? Yes No No
Why was this Vendor selected?
School site selected partner for In-Kind agreement.
Summarize the services this Vendor will be providing.
Program provides life skills curriculum to students in grades 7 and 8 at lunch.
Was this contract competitively bid? Yes No
If No, answer the following:
1) How did you determine the price is competitive?
No fee for services; In-Kind partnership.

2)	Plea	se check the competitive bid exception relied upon:
	Щ	Educational Materials
	Ш	<b>Special Services</b> contracts for financial, economic, accounting, legal or administrative services
	$\sqsubseteq$	CUPCCAA exception (Uniform Public Construction Cost Accounting Act)
		<b>Professional Service Agreements</b> of less than \$87,800 (increases a small amount on January 1 of each year)
	Ц	<b>Construction related Professional Services</b> such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
	Ш	<b>Energy</b> conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
	닏	Emergency contracts [requires Board resolution declaring an emergency]
	Ш	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]
	Ц	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
	Ш	Other, please provide specific exception

## MEMORANDUM OF AGREEMENT BETWEEN A NON-PROFIT ORGANIZATION AND OAKLAND UNIFIED SCHOOL DISTRICT

I.	Par	ties
The bety Bay	purpos veen Oa / Area	se of this Memorandum of Understanding ("MOU") is to establish a relationship akland Unified School District ("OUSD") and Urban Network [CONTRACTOR—name of your organization].
WH	EREAS	The state of the s
at no	cost to	S, the CONTRACTOR's services or program described in this MOU will be provided OUSD, the students, or the parents; and
BOT	H PAR	RTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said ogram on school(s), site(s) ("Schools") selected in Section II of the MOU.
И.	Prop	gram Sites
Unle are th	ss other he follo	rwise agreed to in writing by the parties, the School(s) governed by this agreement wing:
	Fric	k Impact Academy
	N-State State Stat	
		The state of the s
	volution and the plant	To the supplier of the suppliner of the supplier of the supplier of the supplier of the suppli
	and a second	
Ш.	CON	TRACTOR 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
		<ol> <li>A brief description of the type of services your program generally provides.</li> <li>Weekly SLICE (Saving Lives in Campus Everywhere) Program that</li> </ol>
		provides life skills curriculum to students in grades 7 and 8 at lunch.

	2.	The relevant experience of the CONTRACTOR personnel that will be providing the services:
		SLICE Directors are all college graduates who are committed to
		encouraging youth to pursue higher education. Directors are all train-
		ed public speakers who have been involved with the program for an
		average of three years.
	3.	Please check all of the expectations or goals below that are in agreement with your program's services.
	Ensu	e a high quality instructional core
	Deve	op student's social health-skills
	Deve	op student's emotional health
S	Devel	op student's physical health
	Create	op student's cognitive and academic skills equitable opportunities for learning
	Ensur	e. maintain, or support high quality and effective instruction
V	richa	IV SUGGERIS FOR SUCCESS in college and consider
	Help e	ensure, create, and/or sustain safe, healthy and supporting cohools
	C. 1 C CE II C	coconstituities for divise.
	Help o	reate full service community schools in OUSD
ñ	Other	se, raise graduation rates
	********	
B.	Enst	ire that all CONTRACTOR marrange installed

- 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).
  - 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

- 1. General Liability: 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.

rev. 5/16

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.
wa waterystatica

- 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-todate 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. Contractor:

Insurance—see Section **HI(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.
  - 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.
  - 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 M	OU is for the	8/22/2016	6/10/2017	period.
		(Insert man dit year)	(Insert mm dd year)	increase.

#### 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.

By:	Prog SACT DO	ited: _	10/24/14	_(MM/DD/YYYY
	Sponsoring Department or Site Principal			
By:	Da Da	ited: _	October 28, 2016	_(MM/DD/YYYY
(	David Carranza		(Print Name)	
	Bay Area Urban Network		(CONTRACTOR)	

Approved as to form and procedure

Dated: 12/6/16 (MM/DD/YYYY

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

James Harris

President, Board of Education

Antwan Wilson

Secretary, Board of Education

rev. 5/16

By:

File ID Number: 16-26//
Introduction Date: 1-1/-17
Enactment Number: 17-002

Enactment Number: 17-0027 Enactment Date: 1-11-17 OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at https://www.sam.gov/

nttps://www.sam.gov/

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

I. 		rties	
The p	urpo	se of this Memorandum	of Understanding ("MOU") is to establish a relationship
betwe	en F	rick Impact Academy	(SCHOOL) and
Bay A	Area	Urban Network	[CONTRACTORname of your organization].
BOTH	PAI	THE TAKEN AND A RELEASE FOR THE PARKETS	s services or program described in this MOU will be provided dents, or the parents; and into this MOU to enable CONTRACTOR to provide said
II.	Cor	ntractor's Services	
OUSD		Ensure a high quality in Develop student's social Develop student's emon Develop student's cognoreate equitable opport Ensure, maintain, or sur Prepare students for sur Help ensure, create, and Create accountability in Help create full service Increase, raise graduati	ial health/skills otional health sical health nitive and academic skills tunities for learning upport high quality and effective instruction occess in college and careers d/or sustain safe, healthy and supportive schools or quality community schools in OUSD
			the state of the s

#### 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.

IV.	Space
-----	-------

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

	Kitchen
	Cafeteria (without access to Kitchen equipment and facilities)
	CIVIL
	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: Health Education Room
لت	Other:

#### V. Communication

Please identify a contact person for CONTRACTOR:

Name	David Carranza
Address	735 105th Avenue, Oakland California 94603
Phone Number	909-733-8144
E-mail	dcarranza.pol@gmail.com

Please identify a contact person for the School site:

Name	Jaymie Lollie	
Address	2845 64th Avenue, Oakland, CA 94605	har simble della complete e e e e e e e e e e e e e e e e e e
Phone Number	510-729-7736	and the second s
E-mail	jaymie.lollie@ousd.org	

The state of the s	
IN WITNESS THEREOF, the parties to this agreement have duly executed and year art forth below.	it on the day, month
By: Tuby Mile Dated: 10/24/1V	_(MM/DD/YYYY)
By: Dated: October 28, 2016  CONTRACTOR	_(MM/DD/YYYY)



#### 2016-2017 SLICE Schedule for Frick Impact Academy

The schedule for the SLICE program for Frick Impact Academy for the 2016-2017 school year will be weekly on Fridays when school is in session for grades 7 and 8 during their lunch period (starting at 11:11 AM -11:59 AM).

#### Dates:

Friday, September 23, 16 Friday, September 30, 16 Friday, October 7, 16 Friday, October 21, 16 Friday, October 28, 16 Friday, November 4, 16 Friday, November 18, 16 Friday, December 2, 16 Friday, December 9, 16 Friday, December 16, 16 Friday, January 6, 17 Friday, January 13, 17 Friday, January 20, 17 Friday, February 3, 17 Friday, February 10, 17 Friday, February 17, 17 Friday, February 24, 17 Friday, March 3, 17 Friday, March 10, 17 Friday, March 17, 17 Friday, March 24, 17 Friday, April 14, 17 Friday, April 21, 17 Friday, April 28, 17 Friday, May 5, 17 Friday, May 12, 17 Friday, May 19, 17 Friday, June 2, 17

### ACORD ™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR) 11/7/16

THIS OR P	CE	RTIFICATE C DUCER, AND ANT: If the ce	NOT AF OF INSU! O THE CE	FIRI RAN ERT hold	MATIVELY OF CE DOES NO IFICATE HOL er is an ADDIT	R NEGA OT CON: DER. TIONAL	TIVELY STITUT	ON ONLY AN AMEND, EXT E A CONTRACE ED, the policy(	CT BET	WEEN	ER THE	SUING	ERAGE AFFO	ORDED S), AUT	BY THE P	OLICIE	S BELOW. SENTATIVE
conditions of the policy, certain policies require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).  PRODUCER  CONTACT																	
		n Insurance	Broke:	rs						NAME	<u>:                                      </u>	Gi	na Ferguson				
		rlback Ave								PHON (A/C, N	E lo,Ext):	925-	934-8500	FA (A/	X C,No):	925-93	4-8278
Walnut Creek, CA 94596 CA License #0564249										EMAIL ADDR		gina	f@heffins.cor	<u>n</u>		_	
	2100	1150 # 050-12	~- <i>&gt;</i>							INICI	IDEDC	ACEC	DDING GG	VEDA			
INSURED									INSURERS AFFORDING COVERAGE INSURER A: Hanover Insurance Company							AIC # 340	
		REA URBA OX 14145	N NET	WC	ORK INC, D	BA PC	DINTS	OF LIGHT		INSURER B: NonProfits United V				Vehicle Insurance			
		ND CA 94	603							INSURER C: GuideOne			еОпе	15			032
									ŀ	INSURER D: INSURER E:							
COV		ACEC .				1017-				INSUR							
THIS IS	S TC	AGES CERTIFY TH	AT POLIC	IES	CERTIF OF INSURANCE	LISTER	RELOW	HAVE BEEN IS	SSLIED	TO THE	INGLIDE	D NAM	REVISION	DIL	201 1034 555	NOD IN	10.
ISSUE SUCH	DO	R MAY PERTA	IN. THE I	NSU		DED BY	THE PO	ANY CONTRAC LICIES DESCRI									
LTR	L		E OF INSUF	RANCI	<u> </u>	ADDL INSR	SUBR	POLICY I	NUMBER	_	POLICY (MM/DD/		POLICY EXP (MM/DD/YYYY)			LIMITS	
Α	$\vdash$	NERAL L LIABILIT		IADII I	TV			71.45 1.45		Ì				EACH OCCURRENCE			\$1,000,000
^	×	CLAIMS-MADE		.IABILI	7	X		ZHF A452120 02			10/19/ <sup>-</sup>	16	10/19/17	DAMAGE TO RENTED PREMISES (Ea occurrence)		ence)	\$ 100,000
	┝	· OD MINO IMPOL		ثــا	J 0000M										XP (Any one pe		\$ 10,000
														PERSONAL & ADV INJURY GENERAL AGGREGATE		\$1,000,000 \$2,000,000	
	GE	N'L. AGGREGATE												PRODU	PRODUCTS - COMP/O		Incl in Gen.
	<u> </u>	POLICY	PROJECT	;	X roc												\$
В	AL	TOMOBILE LIABIL 1	.ITY					2093			07/01/	16	07/01/17	COMBI (Ea acc	NED SINGLE L	IMIT	\$2,000,000
	_	ANY AUTO			SCHEDULED									BODILY INJURY (Per person)		\$	
		ALL OWNED AL	ло\$	Х	AUTOS									BODILY INJURY (Per accident)		\$	
		HIRED AUTOS		_	NON-OWNED AUTOS									PROPERTY DAMAGE (Per accident)			\$
	$\vdash$	UMBRELLA LIAI			OCCUR												\$
	$\vdash$	EXCESS LIAB		Н	CLAIMS-MADE									AGGRE	CATE		\$
		DED	RETENTION	1	\$									, adding	- CATE		\$
		DRKERS COMPEN DEMPLOYERS' L			Y/N									X W	C STATU- DRY LIMITS	OTHE	iR .
С	AN OF	Y PROPRIETOR/P FICER/MEMBER E	ARTNER/EX	XECU	TIVE/	N/A		01415841			03/13/1	16	03/13/17	E.L. EA	CH ACCIDENT		\$1,000,000
		andatory in N.H.) 96, describe under	DESCRIPTION	ON OI	_						our rur	. ]	00/10/1/	E.L. DIS	BEASE - EA EM	PLOYEE	\$1,000,000
	OP	ERATIONS below												E.L. DIS	SEASE - POLIC	Y LIMIT	\$1,000,000
DESCRI	PTIQ	N OF OPERATIO	ONS/LOCA	KTION	IS / VEHICLES (A	ttach ACŌ	PRD 101, A	Additional Remark	ks Sched	ule, if mo	ore space i	a requir	ed)				
Certificate holder is included as an additional insured on the general liability policy, if required, as respects use of facilities for serving pizza and motivational speaking.																	
CERT	FIC	ATE HOLDE	R					CAI	NCELL	ATION	<u> </u>	_					
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.																	
1000 Broadway Suite 440								AUTI- REPR	PRESENTATIVE								
ACOR	D 2	5 (2010/05)	The AC	OBI	name and i	000 8*0	rogieta	red marks of	F ACCOR	<u> </u>	04.6		40000 000				



To Whom it May Concern,

Re: Clearance Letter

This letter is to confirm that all staff assigned to Points of Light programs are required to submit, prior to being hired, to a DOJ's Livescan Finger Printing, a criminal background check as well as submit the result of a TB test and health screening report. The TB testing is re-conducted annually thereafter.

Do not hesitate to contact Angel Faasua, baunoffice@gmail.com, Director of Administration.

Sincerely,

David Carranza Director The Bay Area Urban Network, Inc. 909-733-8144



The SLICE Program

Scope of Work

BAUN has a program called SLICE. SLICE is an acronym for Saving Lives In Campuses Everywhere. The purpose of SLICE is to empower students with life skills through prepared teachings and motivational speaking. SLICE helps students develop relational skills, literacy rate, and encourage students to purse higher education.

The SLICE Directors hold weekly meetings in middle schools and high schools in Oakland, offering young people a "slice of pizza" and a "slice of life." The SLICE Directors discuss relevant issues such as: depression, purity, drugs, gang violence, academic excellence, family matters, etc. which empower the youth to make wise decisions in their lives.

The SLICE Directors are all college graduates that have committed their lives to guiding middle and High school students to succeeding in their education. The SLICE Directors are trained public speakers and teachers. Most of the Directors have been involved in SLICE for over three years.

David Carranza Director The Bay Area Urban Network, Inc. 909-733-8144





909-733-8144 dcarranza.pol@gmail.com 735 105th Ave, Oakland, Ca. poloakland.org

#### Statement of Qualifications

The qualifications cover the majority of the SLICE staff.

#### College:

Masters and Bachelors degrees

#### Social Skills:

4+ years of working with children and teenagers

3+ years of working with the Oakland residents in community outreaches

#### Public Speaking:

Training with Jazz Business Consultant 1 year of classes with iVisionary Academy

#### Counseling Youth:

1 year of month to month training with SUM Bible College

#### Leadership Development

3+ years of leading outreaches

2+ years of administrating and organizing outreaches

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

Search Term: bay\* area\* urban\* network\*
Record Status: Active

No Search Results