| Board Office Use: Legislative File Info. | |
|---|---|
| File ID Number | 17-0664 |
| Introduction Date | |
| Enactment Number | |
| Enactment Date | |

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

# Memo

| | |
|---|---|
| **To** | Board of Education |
| **From** | Devin Dillon, Ph.D., Interim Superintendent |
| **Board Meeting Date** | _____ |
| **Subject** | Memorandum of Agreement - Aspire Education Project - (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 Aspire Education Project, Oakland, CA, to be primarily provided for the Child Development Centers (CDC) for the period of September 1, 2016 through October 1, 2017.

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

Aspire Education Project is a non-profit tutoring and educational services organization in the East Bay. They are an advocate for preK-12 educational equity which provides a wide range of free and low-cost educational services for children from low-income families to support their educational achievement.

**Discussion**
*One paragraph summary of the scope of work.*

Approval by the Board of Education of a Memorandum of Agreement between the District and Aspire Education Project, Oakland, CA, for the latter to provide one-to-one literacy enrichment and mentoring for the Early Childhood Child Development Centers, via the Community Schools and Student Services Department; for the period of September 1, 2016 through October 1, 2017, at no cost to the District.

**Recommendation**

Approval of a Memorandum of Agreement between the Oakland Unified School District and Aspire Education Project, Oakland, CA, to be primarily provided for the Child Development Centers (CDC) for the period of September 1, 2016 through October 1, 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

OAKLAND UNIFIED SCHOOL DISTRICT

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

**Legislative File ID No.** 17-0664

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

**Vendor Name:** Aspire Education Project

**Contract Term:** Start Date: 09/01/2016 End Date: 10/01/2017

**Annual Cost:** $0

**Approved by:** Andrea Bustamante

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

**Why was this Vendor selected?**

School site selected partner for In-Kind agreement.

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

Partner is providing one-to-one literacy enrichment and mentoring using youth volunteers; and literacy-focused family engagement events.

**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) 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)
- [x] **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 BETWEEN A PARTNER ORGANIZATION OR INDIVIDUAL 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 Aspire Education Project [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 program(s) selected in Section II of the MOU.

## II. Program Name(s)

Unless otherwise agreed to in writing by the parties, the Program(s) governed by this agreement are the following:

Community Reading Buddies

## III. CONTRACTOR Responsibilities/Scope of Services

A. Provide a description of the services that your program(s) will be providing to OUSD. Please be specific by answering all of the following questions.

1. A brief description of the type of services your program(s) generally provides.

One-to-one literacy enrichment and mentoring provided by youth volunteers.

Literacy-focused family engagement events.

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

Program Director is a trained and experienced early childhood educator. Volunteers undergo intensive training delivered by experts in the field of early literacy, as well as ongoing support from professional educators.

3. Please check **all** 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: Ensure school readiness for entering kindergarten students and combat summer learning loss for students entering grades 1 and higher

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. **TB and Fingerprinting Clearance**—Ensure that all CONTRACTOR personnel, including subcontractors, 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 during the current fiscal year. Please see **Section IV** for the relevant documentation that is required.

D. **Insurance**

1. General Liability: ***EITHER*** (a) CONTRACTOR maintains 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 general liability insurance under this agreement if the Risk Management Officer signs a waiver of insurance. Please see **Section IV** for the relevant documentation that is required.

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. Please see **Section IV** for the relevant documentation that is required.

☐ 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 database and perform annual updates ***by August 31 of each year,*** to maintain full and complete up-to-date information.

## IV. Required Documents

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

A. TB and Fingerprinting Clearance:

Contractor (Individual):

☐ Submit clearance letter from authorized agency verifying individual has been Fingerprinted/Criminal Background Checked for this current fiscal year. Additionally, please provide documentation from health care provider showing negative TB status of individual within the last four years.

Contractor (Agency):

☑ Attach clearance letter from Agency/Community-Based Organization/Non-Profit Organization on agency letterhead verifying all personnel, including subcontractors, have been Fingerprinted/Criminal Background Checked and have TB clearance for this current fiscal year and signed by authorized personnel.

B. Insurance:

Contractor (Individual/Agency):

☑ Please attach documentation of either proof of insurance, or a waiver signed by the Risk Management Officer. 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.

## 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 09/01/2016 -- 10/01/2017 period.
[Insert mm/dd/year] [Insert mm/dd/year]

## 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: _____ Dated: 3/23/17 (MM/DD/YYYY)

MARTIN YOUNG, PARTNERSHIPS MANAGER (Print Name & Title)

COMMUNITY SCHOOLS STUDENT SERVICES (Sponsoring OUSD Department)

By: _____ Dated: 3/9/17 (MM/DD/YYYY)

Jack Woodruff, Executive Director (Print Name & Title)

Aspire Education Project (CONTRACTOR—Org. Name)

Approved as to form and procedure

By: _____ Dated: 4/10/17 (MM/DD/YYYY)

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

OP ID: EF

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/02/2017

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<br>Crist, Fritschi & Paterson Inc<br>101 Ygnacio Valley Rd, Ste 200<br>Walnut Creek, CA 94596<br>Michael H. Crist | CONTACT NAME: Michael H. Crist<br>PHONE (A/C, No, Ext): 925-956-7700 FAX (A/C, No): 925-956-7777<br>E-MAIL ADDRESS:<br>PRODUCER CUSTOMER ID #: ASPIR-1 |
| INSURED<br>Aspire Education Project<br>1904 Franklin St. Ste 515<br>Oakland, CA 94612 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : The Hartford Insurance Group — 20605<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>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 | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC | X | | 57SBABZ4087(17) | 03/01/2017 | 03/01/2018 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS<br>[X] NON-OWNED AUTOS | | | 57SBABZ4087(17) | 03/01/2017 | 03/01/2018 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (PER ACCIDENT) | $ 1,000,000<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DEDUCTIBLE<br>[ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 57WECYG1137(17) | 03/01/2017 | 03/01/2018 | [X] WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Certificate holder is listed as additional insured on the general liability policy per endorsement to follow from the insurance company.

**CERTIFICATE HOLDER**

Oakland Unified School District
Risk Management
1000 Broadway #440
Oakland, CA 94607

**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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Aspire Education Project
1904 Franklin St. 515
Oakland, CA 94612

August 10, 2016

RE: Fingerprint/Background Check Certification and TB Screening Certification

To Whom it May Concern,

Aspire Education Project (AEP) is a California nonprofit public benefit corporation. AEP takes responsibility for the Fingerprinting and TB testing of all employees working with OUSD. This letter is to certify that all of AEP's instructors and other staff having contact with youth have:

1) Been TB tested within the last 4 years and found to be negative. TB test results available to the OUSD upon request.
2) Been Livescan fingerprinted, and cleared by the Federal Bureau of Investigation and the Department of Justice to work with youth. We also receive subsequent arrest notifications from both agencies.

Please do not hesitate to get in touch with any questions or concerns.

Best,

Jack Woodruff
Executive Director

Aspire Education Project
1904 Franklin St. 515
Oakland, CA 94612

August 10, 2016
**RE: Statement of Qualifications and Scope of Work**

To Whom it May Concern,

Aspire Education Project (AEP) is a California nonprofit public benefit corporation working in service to Bay Area students, schools, and educators since 2005. We provide high-quality one-on-one tutoring on a sliding scale, after school tutoring programs, test prep classes (ACT, SAT, and others), and culminate our work each year with a volunteer literacy program in Oakland's public preschools called Community Reading Buddies (CRB). It is our mission to further educational equity in the Bay Area by providing the highest quality educational services to *all* students, regardless of availability to pay.

We have partnered with multiple Child Development Centers and Summer Schools in the Oakland Unified School District to provide one-to-one literacy instruction to preK - 3rd grade students with our Community Reading Buddies program. CRB runs for 8 weeks during the summer. Over 140 High school and junior high aged volunteers spend time reading with OUSD preschool students at partner sites, visiting their younger "buddies" twice per week for one-on-one work. Volunteers instruct the students in pre-literacy and school readiness skills.

CRB volunteers are carefully selected and thoroughly trained. They have appropriate training in best practices for reading with and developing literacy and oral language proficiency in young children . Interns who supervise the program have previous experience in tutoring, teaching, or mentoring preschool and/or school age students. Our volunteers and Interns work to create and maintain an atmosphere that promotes community connections among students. Volunteers also act as role models, demonstrating the excitement and importance of literacy and learning.

Best,

Jack Woodruff
Executive Director