Board Office Use: Le	
File ID Number	17-0790
Introduction Date	5/21/17
Enactment Number	17-0674
Enactment Date	5/24/17



Memo

То	Board of Education
From	Devin Dillon, Ph.D., Interim Superintendent
Board Meeting Date	<u>May 10, 2017</u>
Subject	Memorandum of Agreement - Scientific Adventures for Girls - (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 Scientific Adventures for Girls, Oakland, CA, to be primarily provided for Chabot, Emerson, and Martin Luther King, Jr. Elementary Schools for the period of April 1, 2017 through June 15, 2018.
Background A one paragraph explanation of why the consultant's services are needed.	Scientific Adventures for Girls will provide After School Science Technology Engineering, and Mathematics (STEM) sessions for children in K-5 th grades. These sessions are typically 8-10 weeks, once a week for 1-1.5 hours.
Discussion One paragraph summary of the scope of work.	Approval by the Board of Education of a Memorandum of Agreement between the District and Scientific Adventures for Girls, Oakland, CA, for the latter to provide an After School Science Technology Engineering, and Mathematics (STEM) Program for students in K-5 th grades at Chabot, Emerson, and Martin Luther King, Jr. Elementary Schools, via the Community Schools and Student Services Department, for the period of April 1, 2017 through June 15, 2018, at no cost to the District.
Recommendation	Approval of a Memorandum of Agreement between the Oakland Unified School District and Scientific Adventures for Girls, Oakland, CA, to be primarily provided for Chabot, Emerson, and Martin Luther King, Jr. Elementary Schools for the period of April 1, 2017 through June 15, 2018.
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. 17-0790
Department: 922/Community Schools and Student Services Department
Vendor Name: Scientific Adventures for Girls
Contract Term: Start Date: 04/01/2017 End Date: 06/15/2018
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.
Scientific Adventures for Girls provides after school STEM sessions for children in K-5th grade.
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:

E	ducational Materials
	pecial Services contracts for financial, economic, accounting, legal or dministrative services
L c	UPCCAA exception (Uniform Public Construction Cost Accounting Act)
	rofessional Service Agreements of less than \$87,800 (increases a small mount on January 1 of each year)
E	construction related Professional Services such as Architects, DSA Inspectors, nvironmental Consultants and Construction Managers (require a "fair, competitive election process)
	nergy conservation and alternative energy supply (e.g., solar, energy onservation, co-generation and alternate energy supply sources)
E	mergency contracts [requires Board resolution declaring an emergency]
	echnology contracts
L	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
Ĺ	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
ł	Western States Contracting Alliance Contracts (WSCA)
	California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
Р	iggyback" Contracts with other governmental entities
ЬР	erishable Food
s	ole Source
	Change Order for Material and Supplies if the cost agreed upon in writing does ot 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 Scientific Adventures for Girls [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:

Scientific Adventures for Girls after school STEM (science technology engineering and math program

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.

After school STEM sessions for children in K-5th grades; sessions are typically 8-10 weeks in length,

classes are held once a week for 1-1.5 hou
--

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

Experience teaching for at least one year, working on or received Bachelor degree or higher in STEM

related field or Education.

- 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: engage girls in STEM and hopefully encourage them to pursue careers in STEM

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

- <u>General Liability:</u> 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. <u>Workers' Compensation:</u> 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.
 - 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

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.

(MM/DD/YYYY) Dated: 7 By: (Sponsoring OUSD Department) Dated: 03/24/2017 Courtenay Carr Heuer (MM/DD/YYYY) By: Courtenay Carr Heuer, Co-Founder (Print Name & Title) Scientific Adventures for Girls (CONTRACTOR-Org. Name) Devin Dillon, Ph.D. Aplames Hatifand procedure Interim Secretary, Board of Education President, Board of Education Dated: 4/20/17 (MM/DD/YYYY)

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

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OP ID: SM

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ACORD 25 (2014/01)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED 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):

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.

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 your acts or omissions or the acts or omissions of those acting on your behalf:
 - In the performance of your ongoing operations; or
 - 2. In connection with your premises owned by or rented to you.

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 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.



March 27, 2017

Oakland Unified School District Attention: Risk Management 1000 Broadway Suite 440 Oakland, CA 94607

RE: Clearance Letter

Risk Management:

This letter is to confirm that Scientific Adventures verifies that all program personnel are screened for TB and their fingerprints are cleared by DOJ/FBI.

Thank you,

Courtenay Carr Heuer Co-Founder Scientific Adventures for Girls ccarr@scientificadventures.org 415-531-5288



March 27, 2017

Oakland Unified School District 1000 Broadway Suite 440 Oakland, CA 94607

Re: Scientific Adventures for Girls Scope of Work and Statement of Qualifications

What We Do

Scientific Adventures for Girls (SAFG), a 501 (c) (3) non-profit organization, provides after school and summer STEM (science, technology, engineering and math) programs to young children with a special focus on girls and underserved youth. SAFG's goals are to increase positive attitudes toward STEM in K-5th grade female students and to increase hands-on learning opportunities for girls everywhere to explore STEM concepts and encourage lifelong learning of STEM subjects.

Our Mission

SAFG's mission is to keep kids, especially girls and underserved youth (starting at the age of 5), engaged in STEM for the long term, either as professionals in STEM fields or as contributing members of the global community with a strong background in technological skills and scientific methods.

Goals and Outcomes

SAFG carefully designs its after school classes to counter the primary reasons why young girls are less engaged in math and science and thus fewer women choose STEM careers than their male counterparts: girls tend to lack confidence in math and science; science is unappealing to girls; girls tend to learn science and math differently than what is typically supported in traditional classes; and girls face strong gender stereotypes in STEM. Overcoming these obstacles is what drives this program's goals and objectives:

- To positively change the way girls think about STEM.
- To provide a space for girls to develop their natural curiosity and creativity; to instill inventiveness and intuition through fun, hands-on activities while learning how to employ scientific methods.
- To target girls in elementary school while they are still relatively open and can develop their passion in a safe space in STEM before they enter middle and high school, when interest in STEM tends to wane.



- To hook the girls into technology, engineering and math by engaging in projects that incorporate topics that are generally appealing to girls.
- To regularly reinforce in each class that it is okay and expected to make mistakes.
- To demonstrate that it requires persistence and determination to carry through a project skills necessary to remain engaged in science and math.
- To make all projects a collaborative effort a proven, effective way for girls to learn science and math.
- To prioritize learning practical skills and applying them creatively.
- To invite volunteer female role models in STEM who can relate to our young participants.
- To engage parents (who might harbor gender stereotypes in STEM) in regular communication about the class and their children's progress.

In SAFG after school sessions during the academic year at school locations, written surveys are completed by parents and children both before the program begins and after the program ends to measure how SAFG programs have impacted the following behaviors and skills: how much they enjoy science; how confident they feel about their science skills; how persistent they are when faced with a challenging project; how well they work with others; and how science role models influence their attitudes towards science; and how often parents and their children talk about science at home. SAFG believes that these areas are key to sparking, encouraging and sustaining girls' interest in science.

The surveys completed show that SAFG classes are encouraging girls in many ways. Highlights include:

- * 71% felt proud of themselves after completing a SAFG class
- * 69% learned how to collaborate with others as a result of a SAFG class
- * 74% wanted to take the class again
- * 78% talked about their SAFG projects at home with their families.
- * 58% liked science more than before the class
- * 80% of parents surveyed reported that the SAFG class increased their daughters' interest in science.

Since its inception in March 2014, SAFG classes have served 630 non-unique (meaning some girls took our classes more than once).

In 2016, SAFG was invited as a "*Nominated Changemaker*" to the White House State of Women and Girls event for its work engaging young girls in STEM.



If you have any further questions, please do not hesitate to contact me.

Thank you,

PPH.

Courtenay Carr Heuer Co-Founder Scientific Adventures for Girls ccarr@scientificadventures.org 415-531-5288

SAM Search Results List of records matching your search for :

Search Term : scientific* adventures* for* girls* Record Status: Active

No Search Results