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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson Trammell, Superintendent

Board Meeting Date 4/11/18
(To be completed by Procurement)

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

Action Requested Approval of a Memorandum of Understanding between Oakland Unified School District and Oakland Natives Give Back. Attendance Incentives to be provided to Oakland Unified School District Schools for the period of July 1, 2017 through June 30, 2018.

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

Discussion Approval by the Board of Education of a Memorandum of Understanding between the District and Oakland Natives Give Back, Oakland, CA, for the latter to provide the coordination of the attendance incentive campaign components and the funds awarded as prizes: District-wide Challenge for up to 60 students awarded with perfect attendance, and the Attendance Challenge, District-wide competition where school administrators are invited to participate and prepare an innovative and comprehensive year-long strategy to increase attendance at their sites, and other school incentive awards related to these events under the supervision of the Attendance and Discipline Support Services Department for the period of July 1, 2017 through June 30, 2018, at no cost to the District.

Approval of Memorandum of Understanding between Oakland Unified School District and Oakland Natives Give Back. Services to be provided for the period of July 1, 2017 through June 30, 2018.

Recommendation

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

Attachments

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



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. _____

Department: CSSS/ADSS

Vendor Name: Oakland Natives Give Back (ONGB)

Contract Term: Start Date: 7/1/17 End Date: 6/30/18 **Annual Cost:** \$ 0.00

Approved by: _____

Is Vendor a local Oakland business? Yes ☒ No ☐

Why was this Vendor selected?

ONGB has a long history of parent education and helping reduce truancy.

Summarize the services this Vendor will be providing.

At no cost to the District, ONGB will provide incentives to students with good attendance. Grants will also be available to sites to implement attendance plans. Sites must apply for these grants.

Was this contract competitively bid? Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

N/A

2) Please check the competitive bid exception relied upon:

☐ **Educational Materials**

☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services

☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)

☐ **Professional Service Agreements** of less than \$86,000 (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

☐ **Technology** contracts

☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 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** –providing incentives to students at no cost to the district.



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MEMORANDUM OF UNDERSTANDING FOR OAKLAND NATIVES GIVE BACK ATTENDANCE INCENTIVE CAMPAIGN

I. Parties

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

WHEREAS, the CONTRACTOR's services or programs described in this MOU will be provided at no cost to OUSD, the students, or the parents; and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said services/programs on school(s) site(s) ("Schools") selected in Section II of the MOU.

II. Program Sites

All Oakland Unified School District Public K-12 students and schools are eligible to participate in the incentive programs described in Items 1.1 and 1.2 of this agreement.

III. CONTRACTOR Responsibilities/Scope of Services

1. CONTRACTOR will coordinate the following attendance incentive campaign components on behalf of OUSD and will donate the funds awarded as prizes to OUSD:
 - 1.1. **City-wide Challenge:** CONTRACTOR will sponsor and coordinate a challenge in which OUSD students with perfect attendance for each round can compete for a chance to win \$500. Perfect attendance for this campaign is defined as no absences or tardies. There will be **20 recipients** awarded for each round. Round One is Oct. 1 - Dec. 1, 2017, Round Two is Jan. 1 - Mar. 1, 2018, and Round Three is April 1 - June 1, 2018. This campaign is open to all OUSD public schools and Oakland charter schools. Written parent/ guardian consent will be required for each student who participates in the challenge to consent to disclosure of their student's attendance data to CONTRACTOR. Pre-registration is required for participation. Pre-registration means that the parents must sign the permission slip at a later date for release of attendance data if their student's name is pulled. Participants can Pre-register online through CONTRACTOR's website at www.oaklandnatives.org or they can download and complete the registration form, which is also on CONTRACTOR's website. Principals will receive a copy of the flyer and registration form to share with students.
 - 1.2. **Attendance Challenge:** This is an OUSD District-wide competition coordinated and funded by CONTRACTOR where OUSD public school administrators will be invited to prepare an innovative and comprehensive year-long strategy to



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funds by CONTRACTOR for all or specific areas/programs off/in their plans. The maximum and minimum award is \$50,000 and \$1000 respectively and the funds will be used to implement their plan during the 2018-2019 school year.

Depending on the strength of the proposals and success of the current year's Attendance Challenge, the amount for this program could reach \$200,000 or be as low as \$20,000. Templates for completion and judging will be the sole responsibility of CONTRACTOR.

2. Staff, employees, affiliates, and associates of the CONTRACTOR will have no unsupervised contact with students.
3. Ensure that all CONTRACTOR personnel, including subcontractors, will comply with any policies and systems in place at OUSD and School(s). This includes, but is not limited to the following:

Drug and Smoke Free--No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these School(s).

Anti-Discrimination-- It is the policy of OUSD that in the connection with CONTRACTOR's services in this MOU there shall be no discrimination against any employee engaged in the work because race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, the CONTRACTOR agrees to comply with applicable Federal and California laws.

Conflict of interest--CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alert OUSD in writing if and when potential conflict does arise.

Family Education Rights and Privacy Act--CONTRACTOR shall observe District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the Confidentiality of pupil and personnel records.

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

Communication--Communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the CONTRACTOR'S services are aligned with the School(s) and OUSD's mission and objectives and are adequately meeting students' needs. At the request of School(s) or OUSD staff, provide reasonable data and information to students participating in the CONTRACTOR's program.

Confidentiality-- CONTRACTOR shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written of OUSD. CONTRACTOR will comply with FERPA, and will be allowed to use the data. There is no information from which the identity of any student in the CONTRACTOR's program as a participant could be made.

IV. Required Documents

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

- A. Contractor:
 - a. Insurance---see Section III.3 for specifications. Please attach documentation of either proof of insurance or a waiver signed by the Risk Management Officer.

V. Responsibilities of Oakland Unified School District

- A. **Staff Contact--** Connect district/site contact person to CONTRACTOR, to check in and meet at frequency to be agreed upon by District/School(s) and the CONTRACTOR. Connect CONTRACTOR to attend Principal meeting(s) to be able to address principals about programs.
- B. Promote the campaign using internal communication systems.
- C. **Data--** upon submission of written consent from parent, ensure that CONTRACTOR has reasonable access to student attendance data necessary to determine the winners.

VI. Participating sites to provide the following:

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

- A. Principal & School's Point-of-Contact (POC) person meet with CONTRACTOR staff at the start of the Program to discuss program details and goals.
- B. Send reasonable messaging to parents and school community including, but not limited to automated mass-messaging calls, text messages, newsletters, etc.
- C. Select a school site Point-of-Contact (POC) to communicate with CONTRACTOR about campaign details.
- D. Provide counter space in the office for a small box that will be used to collect registration forms.
- E. Hand out and collect registrations forms for students to pre-register for CONTRACTOR's 2018 11th Annual Attend & Achieve Back to School Rally at City of Oakland Mayor's office at the end of the school year. Registration forms can be returned to the CONTRACTOR's box on the counter in the front office.

The District further agrees to provide:

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

VII. Space

No office space is needed by CONTRACTOR for the campaign.

VIII. Duration

This MOU is for the 2017-2018 school year.

IX. Termination

Either party may terminate this MOU at any time, without cause, with 30-day written notice to the other party. This agreement may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

X. Hold Harmless/Indemnity

Each party to this MOU agrees to indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against, the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.

XI. Communication

Please identify a contact person from OUSD:

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

Please identify a contact person from CONTRACTOR:

Name	Sarah Richardson Baker
Address	2934 Telegraph Avenue, Oakland, CA 94609 (physical address) 4096 Piedmont Avenue, #268, Oakland, CA 94611 (mailing address)
Phone Number	Cell: 510-871-3022 or Direct: 510-225-6423
E-mail	sarah@oaklandnatives.org

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



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

By: Andrea Bustamante Dated: _____ (MM/DD/YYYY)
Andrea Bustamante, Executive Director
Community Schools and Student Services Dept.

By: _____ Dated: _____ (MM/DD/YYYY)
Nyeisha DeWitt, Executive Director
Oakland Natives Give Back Fund, Inc.

By: Marion McWilliams Dated: 1/20/18 (MM/DD/YYYY)
Marion McWilliams, General Counsel
Oakland Unified School District

OUSD or the District verifies that
the Contractor does not appear on
the Excluded Parties List at
<https://www.sam.gov/>



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

By: _____ Dated: _____ (MM/DD/YYYY)
Andrea Bustamante, Executive Director
Community Schools and Student Services Dept.

By: *AA* Dated: 2-14-17 (MM/DD/YYYY)
Nyeisha DeWitt, Executive Director
Oakland Natives Give Back Fund, Inc.

By: *Marion McWilliams* Dated: 1/20/18 (MM/DD/YYYY)
Marion McWilliams, General Counsel
Oakland Unified School District

Aimee Eng 4/12/18
President, Board of Education

Debra H. H. H. 4/12/18
Secretary, Board of Education



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/15/2018

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 have ADDITIONAL INSURED provisions or 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 GALEN HAYES INSURANCE AGENCY 3550 SAN PABLO DAM RD., STE. C EL SOBRANTE, CA 94803	CONTACT NAME: BRYAN WILLIAMS PHONE (A/C No. Ext): (800) 869-8643 FAX (A/C No.): (510) 222-6162 E-MAIL ADDRESS: BWILLIAMS@HAYESBROKERS.COM
INSURED OAKLAND NATIVES GIVE BACK FUND, INC. 4096 PIEDMONT AVE., #258 OAKLAND, CA 94611	INSURER(S) AFFORDING COVERAGE INSURER A: UNITED SPECIALTY INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY			USA4200054	12/20/2017	12/20/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A							MED EXP (Anyone person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ INCLUDED
	<input type="checkbox"/> ANY AUTO						DEDUCTIBLE: \$ 500
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-PR <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE IS PROVIDED AS PROOF OF INSURANCE WITH RESPECT TO COVERAGES, LIMITS AND EFFECTIVE DATES AS SHOWN.

CERTIFICATE HOLDER

CANCELLATION

OAKLAND UNIFIED SCHOOL DISTRICT
1000 BROADWAY, SUITE 680
OAKLAND, CA 94607

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