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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 June 13, 2018
(To be completed by Procurement)

Subject Memorandum of Understanding - Harbor House (contractor) - Community Schools and Student Services Department (site/department)

Action Requested Approval by the Board of Education of the Memorandum of Understanding between the District and Harbor House. Services to be primarily provided to Community Schools and Student Services Department for the period of September 5, 2017 through June 15, 2020.

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

Harbor House provides a physically safe space where students can receive nutritious supper, outdoor playtime, academic support, and exposure to new ideas and skills through clubs and field trips. The afterschool program also crucially provides affordable childcare for parents who either work during those hours or want academic support for their children.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding between District and Harbor House, Oakland, CA, for the latter to provide a K-5 afterschool program Mondays through Thursdays; services include homework help, outdoor play, nutrition, and extracurricular clubs for Franklin Elementary School, for the period of September 5, 2017 through June 15, 2020, at no cost to the District.

Recommendation Approval by the Board of Education of a Memorandum of Understanding between the District and Harbor House. Services to be primarily provided to the Community Schools and Student Services Department for the period of September 5, 2017 through June 15, 2020.

Fiscal Impact Funding resource name (please spell out): No fiscal impact.

Attachments

- Memorandum of Understanding
- Certificate of Insurance
- Clearance Letter
- 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. 18-1359

Department: 922/Community Schools and Student Services Department

Vendor Name: Harbor House

Contract Term: Start Date: 09/05/2017 End Date: 06/15/2020

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.

After school program offers supper, free play, academic support and extracurricular learning through clubs like theater, cooking, soccer and art.

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
- CUPCAA 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)
- 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 Harbor House [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 MOU are the following:

Harbor House

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.

Harbor House is a K-5 afterschool program that serves 55-60 students each quarter and runs Monday-Thursday. It provides a safe space for its students to receive a nutritious supper everyday, free play, academic support, and extracurricular learning through clubs like theater, cooking, soccer, and art.

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

The contractor personnel include two leads with several years each of youth development experience, especially in urban after-school settings (in Inland Empire, CA, and Pittsburgh, PA). Both leads also have 1-2 years of experience working at the contractor site, Harbor House.

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: _____

- 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 at these School(s).

2. **Anti-Discrimination**—It is the policy of OUSD that in connection with CONTRACTOR’s services under 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, age, or other legally protected class. Therefore, the CONTRACTOR agrees to comply with all 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 arises.
 4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe all 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. **Tuberculosis Screening:** CONTRACTOR is required to screen employees and agents who will be present at OUSD sites during the current school year. CONTRACTOR affirms that each person has current proof of negative TB testing on file and TB results are monitored. Please see **Section IV** for the relevant documentation that is required.
- D. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR’s services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: “CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the MOU, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this MOU. Please see **Section IV** for the relevant documentation that is required.

In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any CONTRACTOR related person, employee, representative or agent from any OUSD school; site; and/or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

E. 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.

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- F. 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.

- G. **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.
- H. **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.

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, which may include janitorial services, maintenance, utilities, and technology support.
- C. **Data**—Subject to state and federal law, 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).

*WMC
SEE ENCLOSED
EMAIL
AUTHORIZATION
FOR
MODIFICATION*

VI. **Duration**

This MOU is for the 10/18/2017 -- 10/18/2020 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 MOU may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

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

By: M.C. Young Dated: 8/29/2017 (MM/DD/YYYY)
MARTIN C. YOUNG, PARTNERSHIPS (Print Name & Title)
COMMUNITY SCHOOLS (Sponsoring OUSD Department)

By: Sharon Jan Dated: 08/21/2017 (MM/DD/YYYY)
Sharon Jan, Director of Elementary Programs (Print Name & Title)
Harbor House (CONTRACTOR—Org. Name)

Approved as to form and procedure

By: _____ Dated: _____ (MM/DD/YYYY)

Attorney, Office of the General Counsel
Oakland Unified School District

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By: Jenine Lindsey
Jenine Lindsey

Aimee Eng

Aimee Eng, President, Board of Education 6/28/18

Kyla Johson Trammell

Kyla Johson Trammell, Secretary, Board of Education 6/28/18

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

NAMED INSURED: Harbor House Ministries, Inc.
POLICY NUMBER: 04MEA0460000

COMMERCIAL GENERAL LIABILITY

THIS FORM IS PART OF THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This is an explanation of insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PER POLICY FORM BGL-11

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

**Oakland Unified School District
Attn: Risk Management
1000 Broadway Ste 440
Oakland, CA 94607**

ADDITIONAL INSUREDS—

With respect to any person or entity shown on the Declarations as an Additional Insured or who is otherwise designated by the Named Insured and recognized by us as an Additional Insured, we will provide Principal Coverage L of the Commercial Liability Coverage Form (GL-100) to such Additional Insured (they will be considered an insured for Principal Coverage L), but only to the extent that such person or entity is legally liable for the acts of you, your leader, your employee or your appointed person. Such coverage will be limited to that which is specifically provided by Principal Coverage L, and will be strictly subject to the terms of this policy. No coverage will apply to any independent acts, errors or omissions of any Additional Insured.

TCG – BGL-11 GENERAL LIABILITY POLICY REFERENCE



8/25/2017

To Whom It May Concern:

This letter is to acknowledge all employees and volunteers who have contact with youth at Harbor House have completed fingerprinting background checks at the time of employment and prior to interaction with youth. The background checks are cleared by the Department of Justice. Additionally all staff and volunteers have TB clearance on record that will not expire in this current academic year.

If you have any questions, please feel free to call me.

Thank you.

Sincerely,

Kacie Stratton
Executive Director
Harbor House Ministries
(510) 534-0165 ext. 203
Kacies@HHMinistries.org



8/21/2017

The letter below outlines Harbor House's scope of work for candidacy as an OUSD Partner in 2017-2020. Harbor House inspires children and families in Oakland to build healthy relationships through educational and economic programs.

Harbor House seeks to help youth overcome the academic, emotional and physical challenges they face through our provided services:

Academic tutoring to develop math, reading and writing skills, including a 1-on-1 intervention program and small group help with homework and supplemental Harbor House work to help further academic achievement.

Sports activities, such as hockey, basketball, and soccer, through which we develop character, friendships, and respect for one another.

Snack time, which offers us an opportunity to eat together and talk about our day in a safe and loving environment.

Volunteer-led clubs such as art, theater, cooking and science, which allow for others to share their lives and passions with our youth. In the Spring 2017 quarter, 13 discrete clubs were offered.

Field trips designed to broaden the worldview and horizons of our youth beyond the immediate environment of the city.

Our expected outcomes are:

100% of youth have access to enriching activities where they can discover and develop their gifts.

75% of students in our Reading Clinic program increase reading level by at least one grade level each year.

85% of students self-identify as liking and wanting to learn and achieve academically.



8/29/2017

The letter below outlines Harbor House's Statement of Qualifications for candidacy as an OUSD Partner for 2017-2020.

In the past 40 years, Harbor House has served more than 100,000 people in economic and educational development. Over the years, programs developed from backyard tutoring to a formalized tutoring program; volunteer-led English classes for adults to a professional ESL program; emergency food and clothing distributed from boxes on shelves to a fully stocked kitchen and thrift store; out-of-neighborhood kids clubs to an in-house after-school program; teens hanging out to teens working as interns.

In order to respond to the needs of youth in our community with flexibility, love, and discipline, our programs are based on a family model — one that works, plays, and eats together. Participants in our elementary after-school program are guided, assisted, and encouraged by our older high school interns and Harbor House staff and volunteers.

Some of our successes include:

- 8 students enrolled in our 2015-2016 Excel Reading Clinic reported at least one grade level increase in reading over the year.
- 90% average attendance throughout the year.
- 13 discrete clubs offered in the Spring 2017 quarter, including soccer, computer science, aviation engineering, art, journal writing, and theater.
- 1 literacy event held during school year, in which over 120 books were given away and 3 original student plays were performed.
- 6 field trips held in the school year, taking students to museums, a farmers market, MLK day event, and several live performances.
- 7183 snacks and suppers provided to an average of 57 participants per month.

SAM Search Results
List of records matching your search for :

Search Term : harbor* house*
Record Status: Active

ENTITY	Harbor House Investors Limited Dividend Housing Association, LLC	Status:Active
DUNS: 078812387	+4:	CAGE Code: 6WQ07 DoDAAC:
Expiration Date: Mar 19, 2019 Has Active Exclusion?: No Debt Subject to Offset?: No		
Address: 606 Schock Road City: Harbor Beach State/Province: MICHIGAN ZIP Code: 48441-9705 Country: UNITED STATES		
ENTITY	HARBOR HOUSE PUBLISHERS INC	Status:Active
DUNS: 085900439	+4:	CAGE Code: 0A2N1 DoDAAC:
Expiration Date: Feb 16, 2019 Has Active Exclusion?: No Debt Subject to Offset?: No		
Address: 221 WATER ST City: BOYNE CITY State/Province: MICHIGAN ZIP Code: 49712-1244 Country: UNITED STATES		
ENTITY	HARBOR HOUSE DOMESTIC ABUSE PROGRAMS, INC.	Status:Active
DUNS: 968581314	+4:	CAGE Code: 5V2N3 DoDAAC:
Expiration Date: Feb 9, 2019 Has Active Exclusion?: No Debt Subject to Offset?: No		
Address: 720 W 5TH ST City: APPLETON State/Province: WISCONSIN ZIP Code: 54914-5368 Country: UNITED STATES		
ENTITY	HARBOR HOUSE GROUP INC	Status:Active
DUNS: 011539108	+4:	CAGE Code: 5WY75 DoDAAC:
Expiration Date: Jan 23, 2019 Has Active Exclusion?: No Debt Subject to Offset?: No		
Address: 7801 N HILBURN RD City: PENSACOLA State/Province: FLORIDA ZIP Code: 32514-4845 Country: UNITED STATES		

ENTITY	HARBOR HOUSE OF CENTRAL FLORIDA, INC.	Status:Active
DUNS: 063306047	+4:	CAGE Code: 48YG0 DoDAAC:
Expiration Date: Jan 15, 2019 Has Active Exclusion?: No Debt Subject to Offset?: No		
Address: Restricted		
City: Orlando	State/Province: FLORIDA	
ZIP Code: 32868	Country: UNITED STATES	
ENTITY	Tabitha, Inc.	Status:Active
DUNS: 080903307	+4:	CAGE Code: 7ZGW7 DoDAAC:
Expiration Date: Oct 26, 2018 Has Active Exclusion?: No Debt Subject to Offset?: No		
Address: 6100 S 34th St		
City: Lincoln	State/Province: NEBRASKA	
ZIP Code: 68516	Country: UNITED STATES	
ENTITY	OCEANS HARBOR HOUSE INC	Status:Active
DUNS: 795308121	+4:	CAGE Code: 55C71 DoDAAC:
Expiration Date: Oct 26, 2018 Has Active Exclusion?: No Debt Subject to Offset?: No		
Address: 2445 WINDSOR AVE		
City: TOMS RIVER	State/Province: NEW JERSEY	
ZIP Code: 08753-4633	Country: UNITED STATES	
ENTITY	Harbor House- Northwest Georgia Child Advocacy Center, Inc.	Status:Active
DUNS: 928000488	+4:	CAGE Code: 5H1C7 DoDAAC:
Expiration Date: Oct 9, 2018 Has Active Exclusion?: No Debt Subject to Offset?: No		
Address: 307 E 1st Ave		
City: Rome	State/Province: GEORGIA	
ZIP Code: 30161-3215	Country: UNITED STATES	
ENTITY	Warrior Princess House of Benton Harbor	Status:Active
DUNS: 079989780	+4:	CAGE Code: 7GPU5 DoDAAC:
Expiration Date: Oct 10, 2018 Has Active Exclusion?: No Debt Subject to Offset?: No		
Address: 296 E Britain Ave		
City: Benton Harbor	State/Province: MICHIGAN	
ZIP Code: 49022-4976	Country: UNITED STATES	

ENTITY	HARBOR HOUSE INC	Status:Active
DUNS: 025890141	+4:	CAGE Code: 4LU20 DoDAAC:
Expiration Date: Sep 6, 2018	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 3322 CHERRY ST City: TOLEDO ZIP Code: 43608-1049	State/Province: OHIO Country: UNITED STATES	
ENTITY	VICTIM SERVICES OF CULLMAN INC	Status:Active
DUNS: 007487721	+4:	CAGE Code: 51F32 DoDAAC:
Expiration Date: Sep 1, 2018	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 310 3RD AVE NE City: CULLMAN ZIP Code: 35055-2926	State/Province: ALABAMA Country: UNITED STATES	
ENTITY	HARBOR HOUSE OF FORT SMITH INC	Status:Active
DUNS: 071255582	+4:	CAGE Code: 4PMB1 DoDAAC:
Expiration Date: Aug 14, 2018	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 615 N 19TH ST City: FORT SMITH ZIP Code: 72901-3319	State/Province: ARKANSAS Country: UNITED STATES	
ENTITY	Harbor House Domestic Violence Center	Status:Active
DUNS: 080776480	+4:	CAGE Code: 7X3E8 DoDAAC:
Expiration Date: Jul 21, 2018	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 13192 State Hwy 13 City: Kimberling City ZIP Code: 65686-9897	State/Province: MISSOURI Country: UNITED STATES	