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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 - Aspire Education Project (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 Aspire Education Project. Services to be primarily provided to Community Schools and Student Services Department for the period of October 1, 2017 through September 30, 2018.

Background
A one paragraph explanation of why the consultant's services are needed. In the Community Reading Buddies program, 90% of participants show growth in literacy and school readiness skills. 94% of parents and 100% of teachers reported increased interest in books and reading.

Discussion
One paragraph summary of the scope of work. Approval by the Board of Education of a Memorandum of Understanding between District and Aspire Education Project, Oakland, CA, for the latter to offer one-to-one literacy enrichment, mentoring provided by youth volunteers, and literacy-focused family engagement events at Highland Childhood Development Center, Laurel Development Center, and Emerson Development Center for the period of October 1, 2017 through September 30, 2018, at no cost to the District.

Recommendation Approval by the Board of Education of a Memorandum of Understanding between the District and Aspire Education Project. Services to be primarily provided to the Community Schools and Student Services Department for the period of October 1, 2017 through September 30, 2018.

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

Attachments

- Memorandum of Understanding
- 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. 18-1360

Department: 922/Community Schools and Student Services

Vendor Name: Aspire Education Project

Contract Term: Start Date: 10/01/2017 End Date: 09/30/2018

Annual Cost: \$ 0

Approved by: Andrea Bustamante

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

School-sites selected partner for In-Kind agreement.

Summarize the services this Vendor will be providing.

Each summer, as part of Aspire's Community Reading Buddies program, over one hundred fifty junior high and high school students volunteer to spend time reading one-on-one with preschoolers from Child Development Centers in the East Bay. The volunteers lead reading activities and games, weaving in academic content and literacy skill-building. The teenage volunteers act as mentors and "buddies" for their younger charges. Community Reading Buddies currently partners with three OUSD sites: Highland CDC, Laurel CDC and Emerson CDC.

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)
- 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 MOU are the following:

- Community Reading Buddies (CRB)
- _____
- _____
- _____
- _____
- _____
- _____

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.
 1. One-to-one literacy enrichment and mentoring provided by youth volunteers
 2. Literacy-focused family engagement events

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

Program Manager is a trained and experienced early childhood educator. Volunteers receive intensive training delivered by experts in the field of early literacy, along with 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: help ensure school readiness for students entering kindergarten and help prevent summer learning loss for students entering grade 1 or 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 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.

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).

** MCL
 MARTIN YOUNG
 PARTNERSHIPS
 SEE ENCLOSED
 EMAIL AUTHORIZATION*

VI. Duration

This MOU is for the 10/1/17 -- 9/30/18 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: DocuSigned by:
Christie Anderson Dated: 10/20/2017
RD4E9E98129A4B7 (MM/DD/YYYY)

Christie Anderson, Director of Early Childhood Education (Print Name & Title)

OUSD Early Childhood Education Department (Sponsoring OUSD Department)

By: DocuSigned by:
Jack Woodruff Dated: 10/20/2017
7BF243E4F58C455 (MM/DD/YYYY)

Jack Woodruff, Executive Director (Print Name & Title)

Aspire Education Project (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 Johnson Trammell

Kyla Johnson 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/>

Martin Young <martin.young@ousd.org>
to Jack

Oct 31 (9 days ago)

Good Afternoon Jack-

Thank you for the update. See below for open items.

1. Regarding Section V, C. Data, we will need to strike that language or have you sign the new version of the MOU. If you are receiving data through the literacy project with Rinat, then you already have a separate data sharing agreement. There are still ways to get data but the permissions in this agreement are illegal. Please confirm your permission and I can strike on my side.
2. On the insurance certificate, our contracts analyst will need the endorsement pages because the certificate states that it's invalid without the accompanying endorsement.

Many thanks,
Martin

Martin C. Young
Partnerships Manager
Community Schools & Student Services



Jack Woodruff
to me

Nov 1 (8 days ago)

Hi Martin,

1. That's right - we do have a separate agreement with Rinat. Thanks for noting. But before we go with striking this language, can you share with me what the replacement language is in the new MOU? It might be worth getting that signed instead.
2. I'll work on that.

Martin Young <martin.young@ousd.org>
to Jack

Nov 1 (8 days ago)

Good Afternoon Jack-

The Data language was removed entirely from the new version of the MOU. Candidly, that language was rather inconsequential because we have always required a separate data sharing agreement. In reality, there was no extra data sharing taking place, and there were no specific requests for data based on that language. Recently, Legal and the Board happened to notice the language and moved to strike it due to privacy laws.

Best,
Martin



Jack Woodruff
to me

Nov 1 (8 days ago)

Thanks for the insight Martin. I can see from the email on partners, current and pending, that these are busy days for you. Yes, I accede - please strike the language.

As for the insurance piece, I'm actually not familiar with your request, but I've asked my broker about it and will get back to you soon.

Jack

POLICY NUMBER: 57 SBA BZ4087



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

**OAKLAND UNIFIED SCHOOL DISTRICT
1000 BROADWAY #440
OAKLAND, CA 94607**

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



October 31, 2017

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,

A handwritten signature in black ink, appearing to read "Jack Woodruff", is written over a large, light-colored scribble or watermark.

Jack Woodruff
Executive Director

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



October 31, 2017

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,

A handwritten signature in black ink, appearing to read "Jack Woodruff", is written over a faint, light-colored signature line.

Jack Woodruff
Executive Director



10/31/2017

AEP SCOPE OF WORK

Aspire Education Project's work throughout the school year culminates in our highest impact endeavor: *Community Reading Buddies (CRB)*, an Oakland-based youth leadership and early learning program. Its goal is to improve early literacy and school readiness skills—demonstrated to be among the best indicators for long-term academic and economic success—in Oakland's youngest and most underserved students, as well as build the leadership and workforce abilities of a diverse group of community youth. CRB sows the seeds of a stronger Oakland by boosting school-readiness among those just entering their K-12 years, while increasing leadership abilities and civic engagement among those approaching adulthood. This steadily-expanding program will serve seven classrooms and at least 315 participants in the 2017-2018 program year: 140 PreK-3rd graders, and 175 youth.

Although program activities in recruiting, training, and compliance are extensive, CRB ultimately revolves around two-hour summer "sessions." Each session consists of:

- A volunteer pre-meeting led by Lead Mentors
- 45 minutes of one-on-one reading, matched with classroom curriculum
- A 15 minute break. (This year, we will be adding mini-modules on reading and brain development for the Mentors to the breaks)
- 45 minutes of interactive play, structured to provide oral language and socio-emotional skill development.

CRB sessions thus balance early-academic growth for the PreK–3rd grade "Buddies" with play-based enrichment activities that foster growth of the whole child, while the program's Youth Mentors develop the greater leadership skills, confidence, and self-esteem needed to reach their own full potential. As one Youth Mentor said, "I think I underestimated my power and my ability to positively influence my buddy. Seeing them light up at the sight of us... was uplifting confirmation that what we were doing was not only working but worth it."

SAM Search Results
List of records matching your search for :

Search Term : aspire* education* project*
Record Status: Active

No Search Results