Board Office Use: Legislative File Info.				
File ID Number	18-1651			
Introduction Date	10/24/18			
Enactment Number	18-1653			
Enactment Date	10/24/18 os			



Memo					
То	Board of Education				
From	Kyla Johnson-Trammell, Superintendent				
Board Meeting Date (To be completed by Procurement)	<u>October 24, 2018</u>				
Subject	Memorandum of Understanding - Faith Network of the East Bay (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 Faith Network of the East Bay. Services to be primarily provided to Community Schools and Student Services Department fo the period of August 21, 2017 through June 30, 2020.				
Background A one paragraph explanation of why the consultant's services are needed.	Faith Network of the East Bay offers support to students helping them to develop academic and life skills crucial to their growth and fulfillment.				
Discussion One paragraph summary of the scope of work.	Approval by the Board of Education of a Memorandum of Understanding between District and Faith Network of the East Bay, Oakland, CA, for the latter to support student growth in literacy, science, math or post-secondary- education preparation for Martin Luther King Jr. ES, Laurel ES, Burckhalter ES, Markham ES, Piedmont ES, Lafayette ES, Place @ Prescott ES, Hoover ES, Community United Elementary School, La Escuelita ES, RISE Community School, Fruitvale ES, Emerson ES, East Oakland Pride ES, Garfield ES, Franklin ES, Futures ES, McClymonds HS, and Ralph J. Bunche HS for the period of August 21, 2017 through June 30, 2020, at no cost to the District.				
Recommendation	Approval by the Board of Education of a Memorandum of Understanding between the District and Faith Network of the East Bay. Services to be primarily provided to the Community Schools and Student Services Department for the period of August 21, 2017 through June 30, 2020.				
Fiscal Impact	Funding resource name (please spell out): No fiscal impact				
Attachments	 Memorandum of Understanding Scope of Work Statement of Qualifications Clearance Letter Certificate of Insurance 				



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

Legislative File ID No. <u>18-1651</u>
Department: 922/Community Schools and Student Services Department
Vendor Name: Faith Network of the East Bay
Contract Term: Start Date: End Date:
Annual Cost: \$
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.

Programs seek to support student growth, whether that be in literacy (Success by Reading), science and math (Science Horizons), or post-secondary-education preparation (CareerBridge).

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

L Parties

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between Oakland Unified School District ("OUSD") and Faith Network of the East Bay [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:

Succeeding in Reading Program and Science Horizons Program at the following schools:

Martin Luther King Jr. ES, Laurel ES, Burckhalter ES, Markham ES, Piedmont ES, Lafayette ES,

Place @ Prescott ES, Hoover ES, Community United Elementary School, La Escuelita ES,

RISE Community School, Fruitvale ES, Emerson ES, East Oakland Pride ES, Garfield ES,

Franklin ES and Futures Elementary School.

CareerBridge Program at the following schools:

McClymonds HS and Ralph J. Bunche HS

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.

All of our programs seek to support student growth, whether that be in literacy (Succeeding by Reading

Program), science and math (Science Horizons Program), or post-secondary-education preparation

(CareerBridge Program).

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

Our paid staff are trained in teaching and tutoring methods and have multiple years of experience. They

oversee volunteers who are also trained in teaching and tutoring methods, many of whom have

volunteered with us year after year.

- 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:

- 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.
- Fingerprinting of Employees and Agents. The fingerprinting and criminal D. 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

- <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.
- <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.

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. <u>TB and Fingerprinting Clearance:</u>

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.

A to 1 separate and the later

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.
 - 2. Provide CONTRACTOR with any other student information reasonably necessary to provide its services consistent with the CONTRACTOR's program and to evaluate the impact of its program on students at School(s).

VI. Duration

This MOU is for the <u>08/21/2017</u> -- <u>06/30/2020</u> 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.

2017 (MM/DD/YYYY) Dated: By PARTAIERSHIPS (Print Name & Title) DUALG 111 (Sponsoring OUSD Department) 8/30/17 (MM/DD/YYYY) Dated: Bv: Exec. Director (Print Name & Title) Smbach ames Faith Network of the East Bay (CONTRACTOR-Org. Name)

Approved as to form and procedure

By:

Dated: (MM/DD/YYYY)

Attorney, Office of the General Counsel Oakland Unified School District

Aimee Eng President, Board of Education

Kyla R. Johnson-Trammell Secretary, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT Office of the General Counsel APPROVED FORFORM AND SUBSTANCE 1/13/18 Michael L. Smith, Attorney a aw (160 0 7/13/18

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



Wendy Nation, *Chair* James Branch, *Treasurer* Kerry Gough, *Secretary* Angela Aquino-Silver Jeff Chou Aliza Gallo Daniel Livsey Mary MacRae Jonathan Mayes

Staff

Jim Wambach, Executive Director

Chelsea Boniak, Director of Development

Rebecca Buckley, Director Succeeding by Reading

Deborah Davis, Coordinator Succeeding by Reading

Gwen Stephens, Coordinator Succeeding by Reading

Jan Zovickian, Coordinator Succeeding by Reading

Margena Wade-Green, Director of CareerBridge, Science Horizons

> Michelle Hutcherson, Assistant Director of CareerBridge, Science Horizons

Charlotte Martinez, Director of Health4Kids

> Pearl Wang, Office Administrator

Faith Network Scope of Services

Succeeding by Reading

- SbR Clinics: Equip primary-grade students to become successful readers by providing individualized instruction in basic literacy skills during 50-minute pull-out sessions on a weekly basis.
- Take-Home Literacy Book Bags: Encourage at-home academic support by providing students with books for parent-student reading

Outcome: Each year, 70% of the students served by reading clinics over the school year will improve two or more grade levels in reading skills based on pre- and post-testing.

Science Horizons

- STEAM Labs: Provide K thru 5th grade students with weekly hands-on lessons in science and computer coding that complement Common Core curriculum
- Math Tutoring: Connect referred students with tutors who coach them on basic math concepts and homework assignments in weekly small group sessions.
- Financial Literacy: Teach elementary students valuable lessons in financial planning and money management through a partnership with PwC.
- Field Trips: Enable students to have STEAM-related experiences through partnerships with Mission Springs Outdoor Education, Lawrence Berkeley Labs, and Oakland Aviation Day.

Outcome: To open students' eyes to the possibilities of STEAM education and careers. In our STEAM Labs, we want 90-95% of the students to learn coding methods and application and 80% of those students to be able to explain and perform manual coding.

CareerBridge

- Business Workshops: Prepare high school students through workshops focusing on business, workplace etiquette, computer skills, and writing.
- Internships: Provide meaningful paid summer internships through partnerships with local businesses for students who want to explore career paths.
- Mentorships: Connect students with mentors who encourage them and coach them through obstacles and new environments, including assigned internships.

Outcome: To raise the graduation rate and to provide high school students with the tools to navigate life after high school and pursue secondary education.



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FAITH NETWORK STATEMENT OF QUALIFICATIONS

OVERVIEW

Faith Network of the East Bay is an Oakland non-profit organization founded in 2001. Our focus is to build healthy families, schools, and neighborhoods by rallying community support for under-resourced urban public schools. Faith Network's mission is to give hope to at-promise students in East Bay schools by surrounding them with a caring community, igniting their innate potential, and helping them to develop academic and life skills crucial to their growth and fulfillment. The goal is to prepare today's youth for a life of serving others and contributing positively to their communities.

Faith Network is tapping and aligning resources from a broad coalition of community partners. Human capital is our most important resource. Our professional staff leads a group of educated volunteers. Most Faith Network volunteers have bachelor degrees, many have completed graduate programs, and/or have experience as professional educators.

In the most recent academic year (2016-2017), Faith Network served 36 schools with the assistance of about 200 regular volunteers who work directly with students, 100 occasional volunteers who lend a hand with short-term projects, and over 60 diverse community partners.

SUCCEEDING BY READING

Succeeding by Reading Clinics provide individualized instruction and reading support for school-designated primary grade students who have fallen or are falling behind with their reading skills. For over 10 years, Succeeding by Reading Clinics have been offering one-on-one weekly "pull-out" tutoring sessions held during school hours to students referred by school personnel.

<u>Training for Tutors</u>: Volunteer tutors receive initial training from a professional reading remediation expert. Mid-year refresher opportunities for continuing tutors is also provided. Experienced tutor coordinators at each clinic provide ongoing in-service support for tutors working with individual students.

(Continued on the next page.)



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<u>One-on-One Tutoring:</u> Referred students are assessed to determine their reading skill level. In consultation with the classroom teacher, Faith Network staff develops a customized program that includes practice with phonics, sight words, and leveled reading fluency. The tutors use a variety of teaching tools and games to accommodate different learning styles and reinforce skills. Students are re-assessed at the end of the school year to determine progress.

SCIENCE HORIZON

Faith Network has been providing opportunities for hands-on learning experiences for over 10 years in a structured program designed to increased student passion for science, engineering and math.

The STEAM Lab gives K-5 grade students weekly hands-on lessons and activities that are designed around Common Core Standards, focusing on the areas of science, technology, engineering, the arts, and math.

CAREERBRIDGE

CareerBridge is a one-of-a-kind internship experience that empowers communities through individual mentorship and relevant on-the-job experience. Oakland high school students can explore career options and develop professional skills by working closely with caring professionals, all wrapped in our unique holistic approach that includes classroom preparation, one-on-one mentorship, meaningful paid employment, postinternship coaching, and connections to further opportunities.

CareerBridge's 3-prong approach consists of

- Preparing students through workshops focusing on business, workplace etiquette, computer skills, and writing. Our goal is to set them up for success and continue to follow their progress forward.
- Partnering with the business community to provide meaningful paid summer internships for students who want to explore exciting, challenging career paths.
- Connecting a student with a mentor who encourages them and coaches them through obstacles and new environments.



CERTIFICATE OF LIABILITY INSURANCE

FAITH-3 C

	OP	ID:	AB
DATE	(MM/DD/	m	3

08/21/2017

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	DUCER	enteriela	<i>.</i>	NAME: Rober	t G. Sweetm	an		
CF&P Insurance Brokers 101 Ygnacio Valley Rd, Ste 200 Walnut Creek, CA 94596			PHONE 925			925-9	56-7777	
				PHONE [A/C, No, Ext]: 925-956-7700 FAX [A/C, No]: 925-956-7777 E-MAIL ADDRESS:				
Rob	ert G. Sweetman			Abbriegy.	INSURER(S) AFFO	RDING COVERAGE		NAIC #
				INSURER A : NIAC				
INSU	RED Faith Network of the			INSURER B :				
	East Bay, Inc.			INSURER C :				
	2633 Telegraph Ave #412 Oakland, CA 94612			INSURER D :				
	Carland, OA Store			INSURER E :				
				INSURER F :				
co	VERAGES CER	TIFICAT	E NUMBER:			REVISION NUMBER:		
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LTR	TYPE OF INSURANCE	INSD WVD	POLICY NUMBER	POLICY EF	(NIM/DD/YYY)		_	4 000 00
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						MED EXP (Any one person)	8	1,000,000
						PERSONAL & ADV INJURY	5	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE	\$	2,000,000
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SCHOOL DISTRICT ATTN; RISK MANAGEMENT 1000 BRAODWAY, SUITE 440 OAKLAND, CA 94607			AUTHORIZED REPRESENTATIVE					

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ---- OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies the insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Person or Organization: Oakland Unified School District Attn: Risk Management 1000 Broadway, Suite 440 Oakland, CA 94607

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (SECTION II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

RE: Faith Network of the East Bay, Inc.

CG 20 10 10 93 Copyright, Insurance Services Office, Inc., 1982



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Charlotte Martinez, Director Health4Kids

> Pearl Wang, Office Administrator

Thursday, August 24, 2017

OUSD Community Schools Partnerships 1000 Broadway, Suite 150 Oakland, CA 94607

To OUSD Community Schools Partnerships,

In compliance with OUSD volunteer requirements, Faith Network of the East Bay verifies that all employees and volunteers who work with OUSD students have been Fingerprinted/Criminal Background Checked and have TB clearance for this current school year (August 2017 thru July 2018).

Best regards,

while

Jim Wambach, Executive Director

SAM Search Results List of records matching your search for :

Search Term : faith* network* of the* east* bay* Record Status: Active

No Search Results