Board Office Use: Legislative File Info.								
File ID Number	19-0933							
Introduction Date	6/5/19							
Enactment Number	19-0908							
Enactment Date	6/5/19 lf							



# Memo

То	Board of Education								
From	Kyla Johnson-Trammell, Superintendent Chris Chatmon, Deputy, Chief of Equity								
Board Meeting Date	<u>June 5, 2019</u>								
Subject	Memorandum of Understanding - The Spanish Speaking Unity Council of Alameda County, Inc. dba The Unity Council (contractor) - Oakland Unified School District								
Action Requested and Recommendation	Approval by the Board of Education of a Memorandum of Understanding between the District and The Spanish Speaking Unity Council of Alameda County, Inc. dba the Unity Council, Oakland, CA, for the latter to provide a coordinated and comprehensive system of academic and support systems to Latino males and other students of color, their families, and the Oakland community for the period of July 1, 2019 through June 30, 2022. Funding for the 2019-2020 school year will be in an amount not to exceed \$200,000.00.								
Background	The purpose of this Memorandum of Understanding (MOU) is to renew the partnership between the Oakland Unified School and the Unity Council to off er a coordinated and comprehensive system of academic and support systems to Latino males and other students of color, their families, and the Oakland community. The Latino Men and Boys program (LMB) at the Unity Council is a collaborative district effort to improve the overall academic and social emotional well-being of young Latino males in Oakland. The LMB program is focused on implementing and modeling a culturally responsive instructional and whole child approach to improving high school graduation rates and health for Latino youth, ages 12-20 years old.								
Competitively Bid	Was this contract competitively bid? Yes <u>X</u> No If no, List Bid Exception:								
Fiscal Impact	LCFF Supplemental Funding in the amount of <u>\$200,000.00</u> for the 2019-2020 school year. In subsequent years, the parties will meet and confer annually to jointly review funding needed to sustain the program.								
Attachment	<ul> <li>Memorandum of Understanding</li> <li>Certificate of Insurance</li> <li>Statement of Qualifications</li> </ul>								

#### MEMORANDUM OF UNDERSTANDING BETWEEN THE SPANISH SPEAKING UNITY COUNCIL OF ALAMEDA COUNTY, INC. dba THE UNITY COUNCIL AND THE OAKLAND UNIFIED SCHOOL DISTRICT

#### PREAMBLE

WHEREAS, the Latino student population in the Oakland Unified School District (the "District") has approximately doubled in its proportion over the last two decades from 19.4% in 1994-95 (pre-charter school; District-run schools only) to 42.4% in 2018-19 of the total the District student population; and Latino students have some of the highest dropout rates (19.2% in 2017-18 school year) among all ethnicities;

WHEREAS, the Latino population has unique opportunities and challenges, including rich cultural heritage from many countries including Mexico, Central, and South America, numerous different home languages, greater environmental stress indicators in their communities, and often times the challenge of immigration;

WHEREAS, the District is committed to systemic and culturally responsive practices that benefit Latino men and boys in our schools as part of our vision that every student thrives and is ready for college, career, and community success;

WHEREAS, the Office of African American Male Achievement (AAMA) has demonstrated that lifting up and focusing on a particular population that is farthest away from the levels of achievement that the District expects and is targeting for all students is an effective way to change outcomes in terms of attendance, academic achievement, and graduation;

WHEREAS, there is an existing local, social equity community development corporation, The Unity Council, with more than five decade history of building community resilience in Oakland; and it runs an existing program, the Latino Men & Boys Program (LMB), which has produced positive outcomes in education, health, and post-secondary readiness for program participants since 2011, and celebrated 100% graduation rate among graduating seniors enrolled in the program in 2017-18 school year;

NOW, THEREFORE, BE IT RESOLVED, that this Memorandum of Understanding (MOU) is entered into by and between the Spanish Speaking Unity Council of Alameda County, Inc. (dba The Unity Council) and the Oakland Unified School District, and shall be effective July 1, 2019.

#### THE AGREEMENT

1. The purpose of this Memorandum of Understanding (MOU) is to establish a partnership between the Oakland Unified School District (the District) and The Unity Council to offer a coordinated and comprehensive system of academic and support systems to Latino males and other students of color, their families, and the Oakland community.

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- 2. The term of this MOU is four years, from July 1, 2019 to June 30, 2022. By February 2021, both parties will conduct a comprehensive review and determine potential renewal in line with the strategic plans of both agencies. Either party to this Agreement may terminate the MOU for any reason with 60 days prior written notice to the other party.
- 3. The Latino Men and Boys program ("LMB") at The Unity Council is an organizational effort to improve the overall well-being of young Latino males in Oakland. LMB is a school-based, culturally rooted, academic reinforcement mentoring program for Latino students and other boys of color. The program aims to improve outcomes in health, education, social-emotional wellbeing, and vocational pathways. In the short term, LMB increases graduation rates, school attendance, and positive relationships, and connects youth and their parents with health and social services.

#### The four major program elements include:

- a. Provide educational and academic support to OUSD-enrolled Latino male students during the school day at participating schools, and increase parent engagement.
- b. Increase utilization of health services, and male-oriented wellness programs in collaboration with school-based health clinics, as well as health access for their families.
- c. Utilize mentoring, social-emotional development, and restorative justice practices to improve overall wellness and resilience of participants and their families.
- d. Develop job readiness, internships and employment opportunities through leveraging The Unity Council's various workforce development programs.

#### 4. The partnership embodied by this MOU will have the following focus areas:

- a. Sustaining and expanding the presence of The Unity Council's Latino Men & Boys programs, growing the depth of academic achievement programming in existing schools; increasing coordination in areas where there is alignment between programming and mentors' professional development to OUSD's instructional focus; developing LMB's curriculum to meet requirements as a credit-bearing elective class.
- b. Increasing collaboration between LMB and each school where the program operates, regarding restorative justice practices, health access, leadership development and parent engagement.
- c. Increasing collaboration between The Unity Council and OUSD regarding vocational and college pathways and Career Technical Education, through programs such as Oakland Promise, Linked Learning, The Unity Council's workforce, financial and housing programs, and the Peralta Service Corporation.
- 5. The LMB program currently operates in the following nine (9) Oakland public schools,

providing academic support, male mentorship, health and wellness programs, as well as career development and culturally based activities for approximately two hundred (200) young men and their families in Oakland:

- Fremont High School
- Skyline High School
- Frick Impact Academy Middle School
- United for Success Academy (middle school)
- Bret Harte Middle School
- Roosevelt Middle School
- Alliance Academy (middle school)
- Elmhurst Community Prep (middle school)
- Oakland High School

## 6. Under this agreement, and through leveraging of other funding sources, The Unity Council will deliver the following services:

- a. Lead Latino Men and Boys class during an Advisory period (in collaboration with a Teacher of Record): LMB Mentors hold class as scheduled by each school, hold social emotional circles with content from the Joven Noble culturally-rooted curriculum and mentor students in building healthy relationships with teachers, school administration, peers and parents and provide intervention when needed.
- b. Academic Advising and Tutoring Services: Provide academic tutoring support throughout the year; focus on homework and English Language Arts (ELA) proficiency development; Mentors support seniors with writing an effective personal statement and assistance with college applications.
- c. Health assessments and interventions: Mentors assess participants' social emotional and overall health at the beginning of each school year utilizing the tool provided by the Center for Healthy Schools and Communities network, and will conduct a follow-up assessment before the end of the school year. Mentors provide interventions and linkages to School Health Centers and other providers as needed.
- d. Character Development and Male Wellness Program: LMB provides young men a model of respect and leadership, supplemental health education, utilization of health resources, and works to prevent violence, substance abuse, and unplanned pregnancy.
- e. Parent Engagement: LMB holds parent engagement gatherings at minimum once per quarter, focusing on positive communication, parental support and increased engagement in school activities and health access.
- f. Workforce and Vocational Development: LMB Mentors and other youth providers from The Unity Council provide career exploration opportunities, resume and cover letter writing workshops, job search assistance, job readiness workshops and summer job/internship placement.

- g. Test Preparation: Teach studying and test taking techniques; help students prepare for Standardized Tests, such as SBAC, SRI, F&P, SAT and other exams, as well as in-class tests.
- h. Support School Systems: LMB Mentors participate in COST meetings, parent conferences and visits, pushing into class when other teachers require support with a student.
- i. Financial Education: LMB and other The Unity Council staff provide Financial capability and literacy workshops, focusing on introduction to money management, developing savings habits and helping students to complete the FAFSA and scholarship applications.
- j. Access to Culture/Arts, College and Health/Sports: Based on available funding, LMB organizes field trips for groups of participants to enhance their access of cultural, arts, educational, sporting and health related events.
- k. Youth Leadership Training: Students receive youth leadership development opportunities; will be incorporated into OUSD's All City Council Student Union structure; including some offsite activity, field trips, and accessing additional resources.
- I. Evaluation and Analysis: The Unity Council will receive data from OUSD regarding participants' grades, attendance, IEP status, referrals to administration, and restorative justice involvement. Explore the possibility of working with OUSD's external evaluator (currently UCSF) to assess the impact of the program on participants and schools.
- m. Year-end Celebration Event: To acknowledge and celebrate completion and success of the school year, the program will hold an annual LMB Ceremonia for all participants and their parents/guardians.
- n. The Unity Council is planning to launch a counterpart program for Latina girls, utilizing the model, curricula and experience of LMB but specifically designed by and tailored for Latina girls (open to immigrant girls of color). We look forward to partnering with OUSD on this program as well.
- o. The Unity Council and LMB would like to continue to partner with OUSD's Newcomer Wellness Initiative to provide job readiness, know-your-rights and employment support to newcomer students and unaccompanied minors.

#### 7. Additional responsibilities of The Unity Council:

- a. The Unity Council will provide the District with a report at least annually with regards to progress at all the District school sites covered by this MOU.
- b. Participate in the District partner orientation process.
- c. Certify that all employees, volunteers, contractors and subcontractors working or supporting the LMB program who have direct contact with students have TB clearance and current California Department of Justice and FBI fingerprint clearance.

#### 8. Oakland Unified School District responsibilities include:

- a. Identify a staff person at the District level who will be the liaison for The Unity Council and LMB for engaging in all of the following items.
- b. As needed, support coordination with schools to provide consistent classroom and/or meeting space for workshops/class.
- c. Facilitate commitment from teachers, administrators, school based health centers and other on-campus groups to communicate throughout the school year and share information that can facilitate the implementation of the program in each school.
- d. Provide available support and resources to showcase LMB accomplishments.
- e. Identify, refer, and recruit student and parent participants for programs and workshops.
- f. With parental consent, provide access to student data via AERIES and JUPITER including grades, attendance, standardized test results, behavior records, English Learner Reclassification status, F&P and SRI scores, phone number and address. Provide data reports at end of each semester, and provide basic training to The Unity Council's staff on how to use OUSD student databases.
- g. Provide staff referral contacts to LMB Program.
- h. Attend or host quarterly meetings with LMB program to evaluate progress, trends and develop continuous quality improvement strategies. Collaborate with TUC staff on designing and hosting professional development opportunities for LMB staff.
- i. Facilitate conducting an impact evaluation of the LMB program utilizing OUSD resources such as its external evaluator UCSF.
- 9. Compensation: For the 2019-20 school year (the first year of this MOU), the District will provide funding in an amount not to exceed \$200,000. For the 2019-20 school year, the District will issue payment in full to the Unity Council no later than August 15, 2019. For the remaining term of the MOU, the Parties will meet and confer annually to jointly review funding necessary to sustain the program to meet the overall program and District goals. The Parties agree to meet and confer no later than January 15 of each year of the MOU to discuss and agree upon funding for the subsequent year.
- 10. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily

excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. <u>https://www.sam.gov/portal/public/SAM</u>

11. Insurance Requirements: The Unity Council shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against the Unity Council. The policy shall protect the Unity Council and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

If the Unity Council employs any person to perform work in connection with this Agreement, the Unity Council 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. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. The Unity Council 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 Agreement.

IN WITNESS WHEREOF, the parties hereto agreed to be bound.

For THE UNITY COUNCIL: Chris Iglesias,

**Chief Executive Officer** 

15/19

Date

6/6/19

Date

6/6/19

Date

For OAKLAND UNIFIED SCHOOL DISTRICT:

Aime Eng

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Almee Eng, Board President

Jef 19-town

Kyla Johnson-Trammel, Superintendent

Approved as to Form:

19 Any Brandt Staff Attorney General Counsel

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



#### DATE (MM/DD/YYYY) 3/28/2010

3/28/2019

THIS CERTIFICATE IS ISSUED AS A I CERTIFICATE DOES NOT AFFIRMATIV BELOW. THIS CERTIFICATE OF INSU REPRESENTATIVE OR PRODUCER, AND	ELY O RANC	R NEGATIVELY AMEND, E DOES NOT CONSTITU	, EXTE	ND OR AL	FER THE CO	OVERAGE AFI	ORDED	BY TH	IE POLICIES
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PRODUCER License # 0757776			CONTA	CT Raquel I	Nunez		_		
HUB International Insurance Services Inc.	PHONE FAX								
548 W Cromwell Avenue, Suite 101 Fresno, CA 93711	(A/C, No, Ext): E-MAIL ADDRESS: raquel.nunez@hubinternational.com								
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Spanish Speaking Unity Coun 1900 Fruitvale Ave, Suite 2A	INSURER C :								
Oakland, CA 94601									
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(Mandatory in NH)						E.L. DISEASE - EA			
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - PC			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES Re: Latino Men and Boys (LMB) Program Dates: Policy Term Endrosement Attached: CG 20 26 04 13	ACOR	D 101, Additional Remarks Schedu	ie, may bi	e attached if mor	re space is requir	ed)		<u> </u>	
		<u>.</u> .	CANO		-				
Oakland Unified School District Attn: Risk Management 1000 Broadway, Suite 440			CANCELLATION 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						

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED — DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organizations(s):

Oakland Unified School District

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - 1. In the performance of your ongoing operations; or
  - 2. In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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April 3, 2019

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

#### Re: Agency Letter

To whom it may concern,

#### Statement of Qualification:

The Unity Council launched the Latino Men and Boys program (LMB) in 2010 in an effort to respond to the multiple needs of Latino youth in Oakland. The mission of the Unity Council is to promote social equity and improve quality of life by building vibrant communities where everyone can work, learn and thrive. Each year, we serve approximately 8,000 primarily low- to moderate-income clients by providing them with the tools to transform their lives and ultimately achieve their long-term educational, career and financial goals.

LMB is a school-based, culturally rooted, academic reinforcement mentoring program for Latino students and other boys of color. The program aims to improve indicators in health, education, social-emotional and vocational areas. Every year, LMB increases graduation rates, school attendance, and positive relationships, and connects youth and their parents with health and social services. All Mentors come from the community, are bilingual in Spanish and hold B.A. degrees. The program is housed under the Community Programs department.

Regarding the contract between Spanish Speaking Unity Council of Alameda County, Inc. (The Unity Council) and the City of Oakland's Unified School District, The Unity Council certifies that:

A – All of our employees that work at OUSD have passed fingerprint review by Department of Justice (DOJ) and FBI, and, TB testing requirements.

B – ATI Numbers (from fingerprinting) will appear on all invoices submitted to OUSD.

C – Proof of fingerprint passage and TB Test passage of persons working at OUSD will be available to OUSD upon demand.

Sincerely,

Armando Hernandez, MPH Director of Community Programs <u>ArmandoH@unitycouncil.org</u> • 510-535-7175

> The Unity Council 1900 Fruitvale Ave Ste 2A, Oakland, CA 94601 510-535-6900 Office • 510-534-7771 Fax • www.unitycouncil.org



## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2018-2019

#### **Basic Directions**

Services cannot be provided until the MOU is fully approved and a Purchase Order has been issued.

- 1. Contractor and OUSD Administrator reach agreement about scope of work and compensation.
- 2. Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding.
- 3. OUSD Administrator verifies contractor does not appear on the Excluded Parties List.
- 4. OUSD contract originator creates the requisition on IFAS.
- 5. Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

			Agency	y Information	
Agency Name	The Spanish Speaking Unity Council of Alameda County			Agency's Contact Person	Chris Iglesias
Street Address				Title	Chief Executive Officer
City	Oakland			Telephone	510-535-6900
State	CA	A Zip Code 91601		Email	ciglesias@unitycouncil.org
OUSD Vendor N					
Attachments	☐Stater ☐Progr	ment of qualification and Planning Too	ions I and Budget	mpensation insurance	arties List. (www.sam.gov/portal/public/Sam/)

Compensation and Terms – Must be within OUSD Billing Guidelines											
Anticipated Start Date	07/01/20	07/01/2019 Date w		ork will end	06	6/30/2020	Total Cont	Total Contract Amount		\$ 200,000.00	
Budget Information											
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			OU	SD Contract	Origina	ator Informa	tion				
Name of OUSD Contact Raquel Jimen			menez		En	nail		raquel.jimene		@ousd.org	
Telephone 510-703-4825			4825		Fa	x	510-879-3213				
Site/Dept. Name 929 Office of Equ		e of Equity	y Enrollment Grades		des	s th					
		A	Approval	and Routing	(in or	der of appro	val steps)				
Services cannot be provided before the MOU is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.											
OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov)								Date			
Please sign under the appropriate column.			Approved			-	Denieu – Rea	15011	Date		
1. Site Administrator		my									
2. Resource Manager		MAG-D				-		1/120/19			
3. Network Superintendent/Deputy Chief/Exec Dir.			Up 1	U					7/29/19		
4. Cabinet (CAO, SBO, CFO)											
5. Board of Education or Superintendent											
Procurement Date Received											