

Board Office Use: Legislative File Info.	
File ID Number	17-1419
Introduction Date	8/9/17
Enactment Number	17-1117
Enactment Date	8-9-17 <i>g</i>



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
Board Meeting Date 8-9-17
Subject Memorandum of Understanding - Alsalam Mosque - (contractor) - Community Partnerships Unit - 922/Community Schools and Student Services Department (site/department)

Action Requested Approval of a Memorandum of Understanding between the Oakland Unified School District and Alsalam Mosque, Oakland, CA, for the latter teacher local youth Arabic language, including reading and writing, at selected school sites for the period of June 19, 2017 through July 31, 2018, at no cost to the District.

Background

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

The Alsalam Mosque has over twenty years of experience in teaching youth the Arabic language. This organization will provide a summer Arabic School that will teach the local youth the Arabic language, including reading and writing.
 Summer School Hub: Lafayette Elementary School

Discussion

One paragraph summary of the scope of work.

Approval of a Memorandum of Understanding between the Oakland Unified School District and Alsalam Mosque, Oakland, CA, for the latter teacher local youth Arabic language, including reading and writing, at selected school sites for the period of June 19, 2017 through July 31, 2018, at no cost to the District.

Recommendation

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

Fiscal Impact

Memorandum of Understanding

Certificate of Insurance

Scope of Work

Attachments

Statement of Qualifications



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 17-1419

Department: 922/Community Schools and Student Services Department

Vendor Name: Alsalam Mosque

Contract Term: Start Date: 06/19/17 End Date: 07/31/18

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.

Teach the local youth the Arabic language, including reading and writing during the summer.

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 Alsalam Mosque [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:

Alsalam Mosque Summer Program

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.

Teach the local youth the Arabic language, including reading and writing.

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

Alsalam Mosque has over twenty years of experience in teaching youth the Arabic language.

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.

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).

VI. Duration

This MOU is for the 6/19/17 -- 7/31/18 period.
[Insert mm/dd/year] [Insert mm/dd/year]

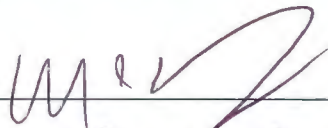
VII. Termination

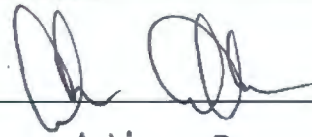
Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This agreement may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

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:  Dated: 6/17/17 (MM/DD/YYYY)
MARTIN C YOUNG, PARTNERSHIPS (Print Name & Title)
C.S.S.S. (Sponsoring OUSD Department)

By:  Dated: 06/01/2017 (MM/DD/YYYY)
Ali OBA PRESIDENT (Print Name & Title)
Alsalam Mosque (CONTRACTOR—Org. Name)

Approved as to form and procedure


By:  Dated: 6/17/17 (MM/DD/YYYY)

Attorney, Office of the General Counsel
Oakland Unified School District



James Harris
President, Board of Education


Kyla R. Johnson-Trammell
Secretary, Board of Education

File ID Number: 17-1419
Introduction Date: 8-9-17
Enactment Number: 17-1117
Enactment Date: 8-9-17
By: 

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



CERTIFICATE OF LIABILITY INSURANCE

KDA
R004

DATE (MM/DD/YYYY)
6/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NUTMEG INS AGENCY INC/PHS 210781 P: F:(888) 443-6112 PO BOX 29611 CHARLOTTE NC 28229		CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): (888) 443-6112 E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Ins Co LTD INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____		NAIC# 11000
--	--	--	--	----------------

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
							PER	OTHER
A	COMMERCIAL GENERAL LIABILITY			76 SBU IW4732	06/06/2017	06/06/2018	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	General Liab	X					MED EXP (Any one person)	\$10,000
	GENL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000
OTHER:							PRODUCTS - COMP/OP AGG	\$2,000,000
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$
ANY AUTO							BODILY INJURY (Per person)	\$
OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$
HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$
UMBRELLA LIAB							EACH OCCURRENCE	\$
EXCESS LIAB							AGGREGATE	\$
DED								\$
RETENTION \$								\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	OTHER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/>							E.I. EACH ACCIDENT	\$
If yes, describe under DESCRIPTION OF OPERATIONS below							E.I. DISEASE- EA EMPLOYEE	\$
N/A							E.I. DISEASE - POLICY LIMIT	\$

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

Oakland Unified School District
Attn: Risk Management
1000 BROADWAY STE 440
OAKLAND, CA 94607

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
Joe Taylor



Summer Arabic School

[Edit Program \(/community_programs/1208/edit\)](#)

[Deactivate](#)

Data Completeness: 100%

Program Information

Program Name	Summer Arabic School
Community School Element	Expanded Learning
Service Types	Summer Enrichment
Program Description	Teaching Arabic
Last verified	05/31/2017 at 12:59 PM by Martin Young

Program Details

Student Population	All Students
Target Ethnicity/Culture Groups	Arabic Speakers
Target Demographic Groups	All Students
Target Grade Levels	3rd Grade, 4th Grade, 5th Grade, 6th Grade, 7th Grade, 8th Grade, 9th Grade, 10th Grade, 11th Grade, 12th Grade
Service Times	Summer
Service Days	Monday, Tuesday, Wednesday, Thursday, Friday

Schools

[Lafayette Elementary \(/schools/86\)](#)

[Show Details](#)

Organization Information

Name	Alsalam Mosque (/organizations/319)
Primary Organization Contact	Ali Obad (/users/1132)

Handwritten scribble

Date: JUNE 6, 2017
archive: _____
number: _____



ALSALAM MOSQUE
مسجد السلام

To whom this may concern:

This letter is to confirm that all personnel are screened for TB and have been fingerprinted by the DOJ /FBI.

Yours truly,
Ali Obad





Scope of Work and Statement of Qualifications

Students in the Alsalam Mosque Summer Program will benefit from our rigorous approach to daily classroom instruction, leading to rapid gains in the four major skills: reading, writing, listening, and speaking. Outside the classroom, students will participate in organized in-language activities—including soccer and story-telling—each designed to help students build new vocabulary while developing cultural fluency. Throughout the summer in the Alsalam Mosque Summer Program, students will be working towards true linguistic and cultural fluency.

The Alsalam Mosque Summer Program curriculum is designed for students' ages 8 to 15 years old. It introduces children to the basic elements of the Arabic language, its traditions, and its practices. A major objective of the curriculum is to help children feel pride in their heritage and excitement about the Arabic language.

The core knowledge area: **Arabic Language**. Students will learn to write their Arabic names, to identify the Arabic letters and to read with vowels, to count in Arabic, to master a rudimentary site vocabulary, to read simple and Arabic texts.

Alsalam Mosque has been providing summer programs in the West Oakland area for over two decades where students learn Arabic and build life long relationships. Any additional information can be provided upon request.



SAM Search Results
List of records matching your search for :

Search Term : alsalam* mosque*
Record Status: Active

No Search Results