

Board Office Use: Legislative File Info.	
File ID Number	18-0502
Introduction Date	4/25/18
Enactment Number	18-0735
Enactment Date	4/25/18 er



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Board Meeting Date _____
(To be completed by Procurement)

Subject Memorandum of Understanding -Viva el Espanol (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 Viva el Espanol. Services to be primarily provided to Community Schools and Student Services Department for the period of September 1, 2017 through June 30, 2018.

Background
A one paragraph explanation of why the consultant's services are needed. Viva el Espanol supports diversity and inclusion by offering Spanish Language and Culture Classes to students.

Discussion
One paragraph summary of the scope of work. Approval by the Board of Education of a Memorandum of Understanding between District and Viva el Espanol, Lafayette, CA, for the latter to provide Spanish Language and Culture Classes to students in grades K-8; providing a curriculum which uses reading, writing activities, music, playing learning games, and hand-on projects for Crocker Highlands Elementary, for the period of September 1, 2017 through June 30, 2018, at no cost to the District.

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

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

Attachments

- Memorandum of Understanding
- Clearance Letter
- 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. 18-0502

Department: 922/Community Schools and Student Services

Vendor Name: Viva el Espanol

Contract Term: Start Date: 09/01/2017 End Date: 06/30/2018

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.

Viva el Espanol offers Spanish language and culture classes. Students will learn vocabulary related to a variety of everyday themes, practice using it within sentences, and master many useful phrases. Program uses a full-immersion approach, and students learn while singing songs, playing learning games, and doing hands-on projects. Students will also learn about various Latin American holidays and traditions.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

No cost to OUSD for services.

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
Lamorinda Spanish Inc. dba Viva el Espanol _____ [CONTRACTOR—name of your organization].

WHEREAS, the CONTRACTOR’s services or program described in this MOU will be provided at no cost to OUSD (or students or parents unless otherwise agreed upon by both parties); 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:

Spanish Language & Culture Classes

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.

Spanish Language and Culture Classes in grades K-8

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

Viva el Espanol is a non-profit organization founded in 2005. We have taught Spanish to kids and adults of all ages and proficiency levels at our Language Centers as well as public and private schools all over the San Francisco Bay Area.

3. Please disclose all costs to parents or students (if applicable). If no such costs, leave blank or write "N/A."

Program at Crocker Highlands Elementary is paid for by the PTA. For the 2017-2018 school year, Viva el

Espanol will be teaching 13 classrooms in grades 1-5 for 30 minutes, 2x/week for each classroom. Estimated

cost of services for the school year is \$42,208.

4. 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 MOU 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 MOU 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 *prior to entering schools or interacting with students*, 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, which may include janitorial services, maintenance, utilities, and technology support.
- C. **Data**—Subject to state and federal law, ensure that CONTRACTOR has reasonable access to student assessment and evaluation data necessary to inform instruction and periodically review student progress and to provide the study.



SEE ENCLOSED
EMAIL
AUTHORIZATION
MCY
MARTIN YOUNG
PARTNERSHIPS

- 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 09/01/2017 -- 06/30/2018 period.
[Insert mm/dd/year] [Insert mm/dd/year]

VII. **Termination**

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

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.

IX. Jurisdiction

This MOU shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court or the United States District Court for the Northern District of California shall have jurisdiction over any civil action arising out of or relating to this MOU.

X. Notices

Any notice provided for in this MOU shall be in writing and effective upon receipt at the address set forth below in this section, delivered by any of the following means: personal delivery; certified U.S. mail, return receipt requested; or electronic mail. Either party may change the addresses below by giving notice of such change pursuant to this section.

CONTRACTOR

Contact:	Margaret Grover-Roos
Title:	Director
Address:	925 Village Center, Suite 2
	Lafayette, CA 94549
E-mail:	margaret@vivaespanol.org

DISTRICT

Contact:	Marion McWilliams
Title:	General Counsel
Address:	Office of the General Counsel
	1000 Broadway, Suite 680
	Oakland, CA 94607
Phone:	510-879-8535
Fax:	510-879-4046

XI. Integration and Modification

This MOU constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This MOU may be amended or modified only in writing, signed by both Parties.

XII. Assignment

The rights and obligations of the each Party under this MOU shall not be assigned without the express prior written consent of the other Party.

XIII. Waiver

No delay or omission by either Party in exercising any right under this MOU shall operate as a waiver of that or any other right provided for in this MOU.

XIV. No Rights in Third Parties

This MOU does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

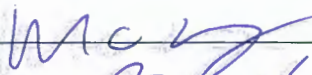
XV. Counterparts

This MOU and all amendments and modifications to it may be executed in counterparts, and all counterparts together shall be construed as one document.

XVI. Intellectual Property

During the term of this MOU, any works created by or inventions of Contractor, his agents or employees, within the scope of the work contracted herein shall belong to the District together with all associated copyrights and patents. Contractor shall not publish any aspect of the work performed hereunder without prior written consent of the District.


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

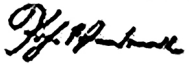
By:  Dated: 11/30/2019 (MM/DD/YYYY)
MARTIN YOUNG, PARTNERSHIPS (Print Name & Title)
COMMUNITY SCHOOLS (Sponsoring OUSD Department)

By: Margaret Grover-Roos Digitally signed by Margaret Grover-Roos
DN: cn=Margaret Grover-Roos, o, ou=Viva el Espanol,
email=margaret@vivaelespanol.org, c=US
Date: 2017.10.24 15:45:33 -0700 Dated: 10/24/2017 (MM/DD/YYYY)
Margaret Grover-Roos, Director (Print Name & Title)
Lamorinda Spanish Inc. dba Viva el Espanol (CONTRACTOR—Org. Name)

Approved as to form and procedure

By:  Dated: 3.27.18 (MM/DD/YYYY)
Attorney, Office of the General Counsel
Oakland Unified School District


Aimee Eng, President, Board of Education 4/26/18


Kyla Johnson Trammell, Superintendent/Secretary, Board of Education 4/26/18

Legislative File Id. No. 18-0502
Introduction Date: 4/25/18
Enactment No.: 18-0735
Enactment Date: 4/25/18
By: er

Program Information

Program Name	Spanish at Crocker Highlands Elementary
Community School Element	Expanded Learning
Service Types	After school and youth development, Perform
Program Description	Viva el Español will offer 30 minute Spanish
Last verified	10/06/2017 at 05:15 PM by Margaret Grover

Program Details

Student Population	All Students
Target Ethnicity/Culture Groups	<i>not provided</i>
Target Demographic Groups	All Students
Target Grade Levels	1st Grade, 2nd Grade, 3rd Grade, 4th Gr
Service Times	Before school, During school
Service Days	Monday, Tuesday, Thursday, Friday

Schools

[Crocker Highlands Elementary](#)

[Show Details](#)



CERTIFICATE OF LIABILITY INSURANCE

LAMOR-1

OP ID: JK

DATE (MM/DD/YYYY)

11/15/2017

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 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 Sweet & Baker Ins. Brokers Inc 44 Second Street San Francisco, CA 94105-3440 Bill Ryan (415) 512-2106	CONTACT NAME: PHONE (A/C, No, Ext): 415-512-2107	FAX (A/C, No): 415-512-1115
	E-MAIL ADDRESS:	
INSURED Lamorinda Spanish, Inc. Attn: Margaret Grover-Roos 925 Village Center, Suite #2 Lafayette, CA 94549	INSURER(S) AFFORDING COVERAGE	
	INSURER A : The Hartford	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			57SBAAZ4934	09/01/2017	09/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			57SBAAZ4934	09/01/2017	09/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			57WECFV9352	08/15/2017	08/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

REVISED CERTIFICATE SUPERCEDES CERTIFICATE ISSUED 10/20/17.
 Oakland Unified School District is included as an Additional Insured for General Liability regarding operations of the named insured per written contract. Evidence only for Workers' Compensation.

CERTIFICATE HOLDER**CANCELLATION**

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

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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POLICY NUMBER: 57 SBA AZ4934



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

OAKLAND UNIFIED SCHOOL DISTRICT
1000 BROADWAY OAKLAND CA 94607



925 Village Center, Suite 2 • Lafayette, CA • 94549
925-962-9177

September 19, 2017

To Whom It May Concern:

This letter serves to confirm that Viva el Español has received fingerprint clearance from the DOJ for Geraldine Moinzadeh, Ofelia Velasco and Angelica Baraona, with subsequent arrest notifications.

Viva el Español has also received proof of negative TB test for these individuals.

This letter further serves to confirm that as a matter of policy, all current and future employees of Viva el Español are required to be fingerprint cleared through the DOJ as well as have proof of negative TB tests on file.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Grover-Roos', is written over a light blue rectangular background.

Margaret Grover-Roos
Director

Geraldine Moinzadeh: ATI # G048MOG024

Ofelia Velasco: ATI # G252GOO500

Angelica Baraona: ATI # X245BAA549

Margaret Grover-Roos

Nov 12

to me, Vianca

Dear Martin:

Yes, please strike Section V, C Data from the MOU.

The Scope of Work and Statement of Qualifications were included in the MOU, which is why I didn't include them separately, but they are attached separately here for your review.

The fingerprint information is included here as well. Our instructors are printed at DOJ level and not additionally at FBI, so I did not include that. I did not see that requirement anywhere.

Insurance endorsement is still pending.

Otherwise, let me know if this all looks OK.

Margaret



925 Village Center, Suite 2 • Lafayette, CA • 94549
925-962-9177

Sept. 19, 2017

Erika Vexler
President
Crocker Highlands Elementary School PTA
525 Midcrest Rd.
Oakland, CA 94610

Dear Yulanda:

This letter serves to outline our mutual understanding of the terms and conditions on which Viva el Español will provide services to the Crocker Highlands Elementary School PTA for the 2017-2018 school year.

Viva el Español and Crocker Highlands Elementary School PTA agree as follows:

- Viva el Español will offer 30 minute Spanish classes twice per week to 13 classrooms grades 1 – 5 as per the attached schedule.
- Each class shall have no more than 31 students enrolled.
- Classes will run from September 18, 2017 – June 1, 2018 for a total of 32 weeks. No instruction shall take place on the following days:

October 13, 2017	Staff Development Day
October 16 – 20, 2017	Minimum Days
November 9, 2017	Minimum Day
November 10, 2017	Veterans' Day Holiday
November 20 – 24, 2017	Thanksgiving Break
December 25, 2017 – January 5, 2018	Winter Break
January 15, 2018	MLK, Jr. Holiday
January 26, 2018	Staff Development Day
February 16, 2018	Minimum Day
February 19, 2018	Presidents' Day Holiday
February 22, 2018	Minimum Day
March 30 – April 6, 2018	Cesar Chavez Day & Spring Break
May 25, 2018	In Lieu of Lincoln's Day
May 28, 2018	Memorial Day

- Viva el Español will provide all curriculum, books and class materials as related to Spanish class instruction.
- The Viva el Español teachers shall be in the classroom for the duration of the time period and the teachers shall be responsible for all aspects of the instruction and curriculum, including preparing learning activities that support the goals of the program and adapting to meet varying learning styles.
- Viva el Español will recruit, screen, employ and supervise all instructional staff for the Spanish language classes.
- Viva el Español will provide appropriately trained substitute instructors in the event of a regular instructor absence.
- A total immersion philosophy will be used. Viva el Español's program follows the natural sequence of language learning: understanding > speaking > reading > writing. As such, most of the emphasis for beginning students will be on understanding and speaking, with increased emphasis on reading and writing as oral comprehension and spontaneous recall are gained.
- There will be no homework given.
- Crocker Highlands Elementary School shall provide a small storage area for Viva el Español's materials.
- Cost of services is \$1,319 week for 32 weeks of instruction, totaling \$42,208 for the school year. Viva el Español will invoice the Crocker Highlands Elementary School PTA on a quarterly basis for the quarter immediately preceding. The PTA shall pay invoices within thirty calendar days of receipt of invoice from Viva el Español.
- Should the PTA budget for Spanish classes be reduced, Viva el Español would be reimbursed for services provided prior to the reduction, and the PTA and Viva el Español would discuss solutions for continuing the program.
- Viva el Español shall provide a general liability Certificate of Coverage in the amount of \$1,000,000 as well as name Oakland Unified School District as an additional insured.
- This MOU shall commence on the date of execution by both parties and shall continue until June 30, 2018 unless sooner terminated pursuant to this paragraph. Either party may terminate this MOU prior to expiration as a result of a breach by either party of any material term of this MOU. Following receipt of written notice of such breach, the breaching party shall have thirty calendar days from the date of receipt to cure the breach. If after the thirty days the breach has not been cured, the non-breaching party may terminate this MOU effective seven calendar days after the thirty-day curing period. Payment for all services rendered to the date of termination shall be due and payable within fifteen calendar days after termination.
- This MOU constitutes the entire understanding of the parties and any changes, amendments, or addenda shall be agreed upon in writing and signed by both parties.

VIVA EL ESPAÑOL

CROCKER HIGHLANDS ELEMENTARY
SCHOOL PTA

By: M. Grover-Roos
Margaret Grover-Roos
Director

By: _____
Erika Vexler
President

Date: _____

Date: _____



2017-2018 Spanish Class Schedule

Mondays	Tuesdays	Thursdays	Fridays
10:35 – 11:05 am Asuncion (2 nd)	10:05 – 10:35 am New Teacher (4 th)	10:05 – 10:35 am Bernstein (4 th)	10:35 – 11:05 am Kantrowitz (2 nd)
11:40 am – 12:10 pm Haffner (2 nd)	11:10 am – 11:40 am Dino (3 rd)	11:40 am – 12:10 pm Asuncion (2 nd)	11:10 am – 11:40 am Dino (3 rd)
12:15 – 12:45 pm Butler (1 st)	11:45 am – 12:15 pm Graffius (3 rd)	12:15 – 12:45 pm Labaro (1 st)	11:45 am – 12:15 pm Haffner (2 nd)
1:00 – 1:30 pm Schane (1 st)	1:20 – 1:50 pm Kantrowitz (2 nd)	1:00 – 1:30 pm Schane (1 st)	12:15 – 12:45 pm Butler (1 st)
1:50 – 2:20 pm Labaro (1 st)	1:55 – 2:25 pm Bernstein (4 th)	1:55 – 2:25 pm New Teacher (4 th)	1:20 – 1:50 pm Graffius (3 rd)
2:25 – 2:55 pm Eng (3 rd)	2:30 – 3:00 pm Kucharski (4 th)	2:30 – 3:00 pm Kucharski (4 th)	2:05 – 2:35 pm Eng (3 rd)

Mondays & Wednesdays 5th Grade
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8:00 – 8:30 am – Section 1



925 Village Center, Suite 2 • Lafayette, CA • 94549
925-962-9177

October 26, 2017

TO: OUSD

RE: Regarding Viva el Español services at Crocker Highlands Elementary

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.

Spanish Language and Culture Classes in grades K-8. Curriculum uses music, crafts, games, storytelling, reading and writing activities, depending on the grade level.

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

Viva el Español is a non-profit organization founded in 2005. We have taught Spanish to kids and adults of all ages and proficiency levels at our Language Centers as well as public and private schools all over the San Francisco Bay Area. Instructors are native Spanish-speakers that follow Viva el Español's curriculum.

Sincerely,

Margaret Grover-Roos
Director