

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	19-0447
Introduction Date	4/10/2019
Enactment Number	
Enactment Date	



# Memo

**To** Board of Education  
**From** Kyla Johnson-Trammell, Superintendent  
 Ali Metzler, Community Schools Leadership Coordinator

**Board Meeting Date** 4/10/2019

**Subject** Memorandum of Understanding  
 Contractor: Soul Shoppe Programs  
 Services For: Community Partnerships, Community Schools and Student Services Dept.

**Action Requested and Recommendation** Approval by the Board of Education of Memorandum of Understanding between the District and Soul Shoppe Programs, Oakland, CA, for the latter to provide Social Emotional Learning workshops with relevant and age appropriate tools and skills to help students communicate more effectively around their feelings and needs; staff-development trainings and parent workshops and resources at East Oakland Pride Elementary School for the period of February 1, 2019 through February 1, 2022 at no cost to the District.

**Background**  
*(Why do we need these services? Why have you selected this vendor?)* Soul Shoppe’s mission is to create safe learning environments that bring forth a culture of compassion, connection and curiosity, eliminating bullying at the roots. Programs give the entire school community an experience of empathy, transforming behaviors and the very ways we see each other.

**The following are the costs to parents or students (if applicable):**  
 N/A

**Competitively Bid** Was this contract competitively bid? No  
 If no, exception: No fees to OUSD for services; in kind partnership

**Fiscal Impact** Funding resource(s): No fiscal impact

**Attachments**

- Memorandum of Understanding

Board Office Use: Legislative File Info.	
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**OAKLAND UNIFIED SCHOOL DISTRICT**  
Community Schools, Thriving Students

## MEMORANDUM OF UNDERSTANDING (NO COST) 2018-2019

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into between Oakland Unified School District (OUSD) and Soul Shoppe Programs (CONTRACTOR)

and. 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).

The parties agree as follows:

- Site Name(s):** Unless otherwise further agreed to in writing by the parties, the School Sites governed by this MOU are the following (attach separate document if more space is needed):

East Oakland Pride

- Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.

- Term:** The term of this MOU shall be from 2/1/2019 to 2/1/2022, not to exceed three years from the start date.  
[mm/dd/yyyy] [mm/dd/yyyy]

- Compensation:** CONTRACTOR's services or program described in this MOU will be provided at no cost to OUSD. The following are all costs to parents or students (if applicable):

N/A

### 5. CONTRACTOR Qualifications / Performance of Services:

- CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services identified in this MOU in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply. A description of CONTRACTOR'S organization with evidence of relevant experience is attached as Exhibit "B": Statement of Qualifications.

- Expectations or Goals of Program's Services:** The following checked items are in agreement with CONTRACTOR'S program's services:

- 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
- Help create full service community schools in OUSD
- Increase graduation rates
- Other: \_\_\_\_\_

6. **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 mail, return receipt requested; or electronic mail. Either party may change the addresses below by giving notice of such change pursuant to this section.

**DISTRICT:**

Contact: Marion McWilliams  
Title: General Counsel  
Address: Office of the General Counsel  
1000 Broadway, Suite 880  
Oakland, CA 94607  
Phone: 510-879-8535  
Fax: 510-879-4046  
Email: marion.mcwilliams@ousd.org

**CONTRACTOR:**

Contact: Amanda Wentworth  
Title: Office Manager  
Address: 111 Fairmount Ave # 503  
Oakland, CA 94611  
Phone: (510) 338-3231  
E-mail: support@soulshoppe.com

OUSD Sponsoring Department: Community Schools & Student Services

7. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this MOU, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

8. **Insurance:**

Unless specifically waived by OUSD, the following insurance is required:

1. 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 (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
2. CONTRACTOR 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 with the additional insured endorsement provided to OUSD within 15 days of effective date of the MOU (and within 15 days of each new policy year thereafter during the term of this MOU). 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 CONTRACTOR. The policy shall protect CONTRACTOR 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.
3. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

CONTRACTOR is not required to maintain any insurance under this MOU. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

9. **Communication:** CONTRACTOR agrees to 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, CONTRACTOR shall provide reasonable data and information to students participating in the CONTRACTOR's program.
10. **Assignment:** The rights and obligations of CONTRACTOR under this MOU shall not be assigned without the express prior written consent of OUSD.
11. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

12. **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 or prevent a similar subsequent act from constituting a violation of the MOU.
13. **Termination/Amendment:** Either party may terminate this MOU at any time, without cause, with 30 days 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.

14. **Responsibilities of CONTRACTOR:**

1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code 49406 within 60 days prior to working with students. If tuberculosis risk factors are identified, CONTRACTOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the CONTRACTOR agent shall obtain an x-ray of the lungs. At his/her discretion, CONTRACTOR agent may choose to submit to the examination instead of the risk assessment.
2. **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. 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.

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.

3. **Required Documents re Tuberculosis and Fingerprinting:**

CONTRACTOR CANNOT commence the services agreed to in this MOU until it has submitted the following documents (in addition to the insurance document noted above):

i. **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 clearance from the tuberculosis risk assessment or negative TB status of individual within the prior 60 days.

**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.

15. **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.
16. **Limitation of OUSD Liability:** In no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this MOU for the services performed in connection with this MOU.
17. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this MOU. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
18. **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. A separate Data Sharing Agreement is required if CONTRACTOR seeks identifiable student information.

19. **Register With/Update Enrichment Provider database:** In order to maintain accurate up-to-date information on the services provided, CONTRACTOR shall register in OUSD's Enrichment Provider database, update program information and schools during the school year when CONTRACTOR's programs and schools change midyear, and update program information and schools prior to commencing services during subsequent school years.
20. **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.
21. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/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, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
22. **Severability:** If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
23. **Provisions Required By Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this MOU shall be deemed to be inserted herein and this MOU shall be read and enforced as though it were included therein.
24. **Captions and Interpretations:** Section and paragraph headings in this MOU are used solely for convenience and shall be wholly disregarded in the construction of this MOU. No provision of this MOU shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this MOU shall be construed as if jointly prepared by the Parties.
25. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this MOU shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD (specifically excluding any underlying pre-existing intellectual property). OUSD may, with CONTRACTOR's prior written consent, use CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this MOU. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
26. **Litigation:** This MOU shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this MOU.
27. **Incorporation of Recitals and Exhibits:** Any recitals and exhibits attached to this MOU are incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.
28. **Integration/Entire Agreement of Parties:** 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 by a written instrument executed by both Parties.
29. **Drug-Free / Smoke Free Policy:** 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 on these sites, including at these School(s).
30. **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.
31. **Signature Authority:** Each party has the full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each Party has been given the proper authority and empowered to enter into this MOU.
32. **Indemnification:** To the furthest extent permitted by California law, CONTRACTOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of or in any way related to the performance of this MOU. CONTRACTOR also agrees to hold harmless, indemnify, and defend the Indemnified Parties from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR arising out of or in any way related to the performance of this MOU. CONTRACTOR shall, to the fullest extent permitted by California law, defend the Indemnified Parties at CONTRACTOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that CONTRACTOR proposes to defend the Indemnified Parties. This provision survives termination of this MOU.

Memorandum of Understanding (No Cost)


- 33. **Contract Publicly Posted:** This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- 34. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this MOU until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent that formal approval. This MOU shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

**OAKLAND UNIFIED SCHOOL DISTRICT**

President, Board of Education \_\_\_\_\_ Date \_\_\_\_\_  
 Superintendent \_\_\_\_\_  
 Chief or Deputy Chief \_\_\_\_\_

Secretary, Board of Education \_\_\_\_\_ Date \_\_\_\_\_

**CONTRACTOR**

  
\_\_\_\_\_  
Contractor Signature

2/22/2019  
Date

Vicki Abadesco, Executive Director  
Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY

**EXHIBIT "A" SCOPE OF WORK**

**[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]**

- 1. Description of Services to be Provided and Specific Expected Outcomes:** Provide a description of the program(s) and service(s) the contractor will provide. Be specific about what program(s) and service(s) will be provided to OUSD and what *this* Contractor will do.

5 Grade Level Workshops

o Check in 3/8/19

o Stop & Breathe 3/21/19

o Work It Out 4/5/19

o Allyship 4/25/19

o Be-YOU-tiful 5/23/19

Staff In Service: Date TBD

Parent Night: Date TBD



**Scope + Sequence**  
**Soul Shoppe Elementary Workshops**  
 2018 - 2019

<b>Workshop</b>	<b>Concepts</b>	<b>Objectives</b> Students will be able to:	<b>Classroom Resource</b>
<p><b>Check In</b> Empty Your Balloon</p>	<p>SEL Competencies: Self-Awareness, Self-Management, Relationship Skills</p> <p>It's normal and healthy to have difficult feelings. When we don't address these feelings, they fill up our "balloons" and can "leak" out, causing us to do things we regret.</p> <p>Let's "empty" our balloons by "Checking In" with ourselves or others, using "I-Messages," and finding healthy ways to manage those difficult feelings.</p>	<p>Practice self-awareness regularly by "checking in" with the feelings in their "balloons."</p> <p>Label, monitor, and understand how they feel</p> <p>Identify and label their own self-oriented needs.</p> <p>Communicate complaints or upsets in a healthy way using the "I-Message."</p> <p>Practice Self-Management regularly by "emptying their balloons."</p>	<p><b>Invisible Balloon/ Real Feelings Worksheet</b></p> <p>Any time a student has a complaint or upset, have them use this worksheet to articulate what happened, then identify feelings and needs so you can more effectively and efficiently resolve the issue.</p>
<p><b>Stop + Breathe</b> What Do I Really Need</p>	<p>SEL Competencies: Self-Awareness, Self-Management, Social Awareness</p> <p>Fiery "hot" feelings like annoyance, anger and frustration are normal and useful.</p> <p>To cool off and get recentered we can use mindful breathing techniques.</p> <p>We can also notice and remind our classmates to use these techniques when they can't do it themselves.</p> <p>When we calm down, we can focus on figuring out the unmet needs that sparked our feelings. When our needs are met, our behaviors shift organically!</p>	<p>Understand that when their balloons are full they can't think or solve problems.</p> <p>Notice when they're feeling "hot" feelings (angry, annoyed, frustrated) and stop what they're doing.</p> <p>Choose and use a mindful breath that is well suited to the situation at hand.</p> <p>Breathe and cool down so they can recenter and think about what they need, understanding that if they had what they needed, they wouldn't be so upset.</p> <p>Notice when a peer is feeling angry, annoyed or frustrated and help them stop, breathe and identify what they need.</p>	<p><b>That's cool, that's hot! Worksheet</b></p> <p>When a student has hot feelings have them use the worksheet to identify a breath that will help them cool off. Once "cool" they can investigate the need underneath their hot feelings!</p> <p>Students can also choose their most helpful breath and post it on their desks so their peers can remind them when upsets hit.</p>





<p><b>Clean It Up</b> Our Mistakes are Powerful</p>	<p>Self-Awareness, Self-Management, Social Awareness, Relationship Skills</p> <p>Our heart is our power, so words and actions affect other people and can hurt other people, even if we didn't intend them to.</p> <p>We can "clean up" our mistakes by owning them, repairing and restoring the hurt they caused others; learning from them, and turning them into powerful opportunities to build trust and get our needs met.</p> <p>We can also be upstanders and help others "clean up" mistakes.</p>	<p>Notice the impact their action has on others.</p> <p>Utilize The Clean Up tool when others get harmed to regulate emotions and plan for new behaviors.</p> <p>Discover and implement a plan for resolving conflicts in a positive manner.</p> <p>Notice the impact of mistakes, empathize, and address.</p> <p>Realize that failures are important learning tools.</p> <p>Request assistance from an adult, peer, or Peacemaker when challenges resolving a conflict arise.</p>	<p><b>Clean It Up Worksheet</b></p> <p>Use this core worksheet every time a student needs to "clean up" a mistake or hurtful action.</p> <p>With this worksheet they can see who was impacted and how, and to plan out what to do next time they're upset and commit to new behaviors.</p> <p>Expressing themselves in a Clean Up makes room for forgiveness and restoration.</p>
<p><b>Allyship</b> Empathy into action</p>	<p>Relationship Skills, Social Awareness, Self-Management</p> <p>Sometimes when we see leaking around us we either don't know what to do or we freeze or leak back.</p> <p>We'll connect all the tools we've learned this year, including Ally words we learn today, to put our empathy into action with our friends and stand up for the school we want!</p>	<p>Recognize when it's time to step up and be an ally.</p> <p>Learn and use ally language in addition to other tools we've learned this year to stop conflict, empathize and stand up for self and others.</p> <p>Notice when we have stories about people that get in the way of being an ally to them, and drop our stories.</p> <p>Ask for allies or Peacemakers when we need them.</p> <p>Distinguish between passiveness, assertiveness and aggression.</p>	<p><b>Drop Your Story Sheet</b></p> <p>This worksheet will help students explore what they need and what others need when challenges come up.</p> <p>They will look at dropping stories they may have about people with full balloons so they can be an ally to all people involved. Step-by-step each student will explore what it takes to put empathy into action.</p>
<p><b>Be-you-tiful</b> Everyone Belongs</p>	<p>Self-Awareness, Self-Management, Social Awareness</p> <p>Sometimes untrue stories get in the way of how we see ourselves and others.</p> <p>We'll look at how judgments, stereotypes &amp; assumptions hurt everyone, and learn to</p>	<p>Understand and define stereotype, prejudice, and discrimination.</p> <p>View differences between us through the lens of "The Vision"</p> <p>Use I-Messages and Clean Ups to address harm</p>	<p><b>Who Am I Really?</b></p> <p>Students have a chance to express what people think about them and who they truly are. A powerful worksheet to share as a</p>



	drop those stories so we can be our be-YOU-tiful selves!	around differences	community to transform assumptions.
<p><b>Cooperation</b> Have fun...go far!</p>	<p>Self-Awareness, Self-Management, Social Awareness, Responsible Decision Making</p> <p>We all have different strengths and different struggles and we are all important and powerful members of our communities.</p> <p>When we recognize that everyone has different strengths to contribute and different struggles that need support, we can go further and have more fun together.</p>	<p>Identify their strengths, identify their struggles.</p> <p>Understand that it's our different strengths and struggles that strengthens our communities.</p> <p>Use tools like "Check In" and "Stop and Breathe" when they are forgetting that there's not one way to be but that we all have different strengths and struggles.</p> <p>Work and play with students with different strengths and struggles.</p>	<p><b>Cooperation Puzzle</b></p> <p>Students identify their strengths and struggles as a piece of the classroom puzzle, the puzzle is complete when each student's strength supports another person's struggle.</p>
<p><b>True Friendship</b> Make a friend, be a friend, keep a friend</p>	<p>Self-Awareness, Social Awareness, Relationship Skills</p> <p>Sometimes things get in the way of being good friends to ourselves and others. Friendship is about fun, sharing, inclusion and connection.</p> <p>We can use new tools to eliminate rumors, think for ourselves and expand our friendships.</p>	<p>Name what true friendship is and is not.</p> <p>Notice what gets in the way of being a true friend to themselves and others: full balloon, not believing in the vision, need practice asking, etc.</p> <p>Ask for help getting what they need to be a better friend to themselves or others.</p> <p>Learn and practice tools to eliminate rumors and expand their friendships.</p>	<p><b>I Am a True Friend Because...</b></p> <p>Students identify what makes them a good friend and what they are looking for in a true friend.</p>
<p><b>Responsibility</b> Grows and Glows to Lead My Life</p>	<p>Self-Awareness, Self-Management, Responsible Decision Making</p> <p>Building the school of our dreams is a process that takes planning and reflection.</p> <p>We can identify what we did well and what we can work on, taking responsibility and growing into leadership.</p>	<p>Identify what they contributed over the year, what they are proud of (glows) and what they could use some work on, goals for the future (grows).</p> <p>Know that each glow and grow is individual and based on who we want to grow into and our strengths and struggles.</p> <p>Use the tools to make a plan for growing and celebrating their glow.</p>	<p><b>Plant A Seed</b></p> <p>Students will identify their "grow" as a seed and the conditions necessary for it to grow as the sun, soil and water. They will celebrate the "glows" from the year in the fruits and flowers that grew this year.</p>

## EXHIBIT "B" STATEMENT OF QUALIFICATIONS

1. **Description of Organization and Relevant Experience:** For individual consultants, a resume is sufficient. Attach a separate document if more space is needed.

Soul Shoppe has 18 years of experience working with elementary schools in the Bay Area and beyond and we have grown our reach from serving 500 kids a year to 100,000. Our organization is cited in the California Healthy Kids list of great programs. Our mission is to create safe learning environments that bring forth a culture of compassion, connection and curiosity, eliminating bullying at the roots. Our innovative, interactive and highly effective programs give the entire school community an EXPERIENCE of empathy, transforming not only our behaviors, but the very ways we see each other.

Soul Shoppe programs support kids by giving conflict resolution tools that allow them to support each other as allies. In addition to working with students, Soul Shoppe supports the entire school community through the creation and facilitation of dynamic staff-development trainings that give teachers the necessary tools to foster academic growth and social-emotional learning, as well as parent workshops and resources.

This Soul Shoppe-inspired paradigm shift creates a sustained climate of safety. Our fun, easily-integrated trainings allow people to embody what they' ve learned on a daily basis, from one interaction to the next. We breathe the life into life skills, inspiring people to create big-hearted communities where we all belong.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/22/2019

**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).**


<b>PRODUCER</b>  EDGEWOOD PARTNERS INS. CTR EPIC 3000 EXECUTIVE PKWY #325 SAN RAMON CA 94583	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (888) 349-1333 E-MAIL ADDRESS: Certificate@Hanover.com	FAX (A/C, No): (866) 828-2424
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  SOUL SHOPPE 111 FAIRMOUNT AVENUE STE 503 OAKLAND CA 94611	<b>INSURER A:</b> Massachusetts Bay Ins Co	<b>NAIC #</b> 22306
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	ODF A150276 05	02/01/2019	02/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ 4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	ODF A150276 05	02/01/2019	02/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$	Y	N	ODF A150276 05	02/01/2019	02/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
OAKLAND UNIFIED SCHOOL DISTRICT is Additional Insured on the General Liability pursuant to the terms and conditions by form 391-1941.

<b>CERTIFICATE HOLDER</b>  OAKLAND UNIFIED SCHOOL DISTRICT, ATTENTION: RISK MANAGEMENT, 1000 BROADWAY SUITE 440 OAKLAND CA 94607	<b>CANCELLATION</b>  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:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

**Name of Person or Organization:**

OAKLAND UNIFIED SCHOOL DISTRICT,  
ATTENTION: 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.)*

For the purpose of coverage provided by this endorsement, the following changes are made to **SECTION II – LIABILITY:**

**A. The following is added to SECTION II – LIABILITY, C. Who is an Insured:**

Any person or organization shown in the Schedule above is also an additional insured, 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 in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. 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. The following is added to SECTION II – LIABILITY, D. Liability and Medical Expenses 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:

- a. Required by the contract or agreement; or
  - b. 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.

**ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.**



February 22, 2018  
Soul Shoppe Programs  
111 Fairmount Ave #503  
Oakland, CA 94611

To Whom It May Concern:

This letter is to notify the Oakland Unified School District that all Soul Shoppe personnel entering schools and/or interacting with students are screened for TB and their fingerprints are cleared by CA DOJ/FBI with subsequent arrest notifications.

Our employees are currently working at the following sites:

**East Oakland Pride:** Stevelan Harper  
ORI number: A7383

Should you need anything else, please do not hesitate to call our office at (510) 338-3231 or email [amanda@soulshoppe.com](mailto:amanda@soulshoppe.com).

Sincerely,

A handwritten signature in blue ink, appearing to read "Vicki Abadesco", with a long horizontal flourish extending to the right.

Vicki Abadesco  
Executive Director

**Soul Shoppe**  
111 Fairmount Avenue, Suite #503  
Oakland, CA 94611  
(510) 338-3231  
[www.soulshoppe.com](http://www.soulshoppe.com)