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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Andrea Bustamante, Executive Director, Community Schools and Student Services Dept.
Ali Metzler, Coordinator, Community School Leadership

Board Meeting Date November 14, 2018

Subject Memorandum of Understanding
Contractor: Lynne Lee
Services For: Community Partnerships, Community Schools and Student Services Dept.

Action Requested and Recommendation Approval by the Board of Education of the Memorandum of Understanding between the District and Lynne Lee, Hercules, CA, for the latter to provide The Basic Animation Class for 3rd-5th grade students; discussing everything about animation from the history to supplies and production; each student will complete a short, hand drawn, animated flipbook that they can take home, at Redwood Heights for the period of August 1, 2018 through June 20, 2021, at no cost to the District.

Background
(Why do we need these services? Why have you selected this vendor?) Non-Title I schools have a significant need for after-school enrichment programming. Additionally, students can experience the fine art of animation at a younger level and at a lower cost than taking classes at a high school or even college.

Competitively Bid Was this contract competitively bid? No
If no, exception: No fees to OUSD for services; principal authorized parent fees.

Fiscal Impact Funding resource(s): No Fiscal Impact

Attachments

- Memorandum of Understanding
- Scope of Work
- Statement of Qualifications
- Certificate of Insurance
- Clearance Letter

MEMORANDUM OF UNDERSTANDING, NO COST TO 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 Lynne Lee
[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. 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):

Redwood Heights

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 detailed description of the type of services your program(s) will provide to OUSD (reference Exhibit A: Scope of Work)
2. A description of your organization and relevant experience (reference Exhibit B: Statement of Qualifications)
3. Please disclose all costs to parents or students (if applicable). If no such costs, leave blank or write “N/A.”

\$160 per student. Class includes all supplies, materials, and instruction to complete a short animated flipbook.

Each session will consists of 10 – 1 hour classes, meeting once a week for 10 weeks.

4. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- Ensure a high quality instructional core
- Develop social, emotional and physical health
- Create equitable opportunities for learning
- High quality and effective instruction
- Prepare students for success in college and careers
- Safe, healthy and supportive schools
- Accountable for quality
- Full service community schools district

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. A separate Data Sharing Agreement is required if CONTRACTOR seeks identifiable student information.

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. 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**—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.

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 Provider Database**—In order to maintain accurate up-to-date information on the services provided, Contractor shall register in OUSD's provider database, update schools of operation prior to commencing services during subsequent school years, and update during the current school year when Contractor's schools of operation change.

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.

VI. Duration

This MOU is for the 08/01/2018 -- 06/30/2021 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.

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
Email: marion.mcwilliams@ousd.org

CONTRACTOR

Contact: Lynne Lee
Title: Instructor
Address: 133 Camden Ln
Hercules, CA. 94547
Phone: 510-734-3339
E-mail: LYNSLEE1@comcast.net

OUSD Sponsoring School/Department: Redwood Heights

XI. Liability

Other than as provided in this Agreement, OUSD’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, 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 Agreement for the services performed in connection with this Agreement.

XII. 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/>).

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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 copy rights and patents. Contractor shall not publish any aspect of the work performed hereunder without prior written consent of the District.

XIX. Relationship of Parties

This is not an employment contract. CONTRACTOR, in the performance of this Agreement, 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.

XX. Signature Authority

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

XXI. Incorporation of Recitals and Exhibits

The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.

XXII. Public Document

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.

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

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

Amie Ery
 President, Board of Education
 Superintendent
 Chief or Deputy Chief

11/15/18
Date (mm/dd/year)

[Signature]
Contractor Signature
08/21/2018
Date (mm/dd/year)

[Signature]
Secretary, Board of Education

11/15/18
Date (mm/dd/year)

Lynne Lee, Instructor
Print Name, Title

Form approved by OUSD General Counsel for 2017-18
FY

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By: [Signature]
Andrea Epps, Attorney at Law

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

EXHIBIT "A" SCOPE OF WORK

Description of Services to be Provided and Specific Expected Outcomes: Highlight each program that you provide to OUSD. Attach a separate document if more space is needed.

The BASIC ANIMATION Class is for students from 3rd to 5th grade with a class size between 8 to 15 students (very detail oriented class). The class runs for 6, 1.5 hour classes. I will discuss everything about animation from the history to supplies and production. All materials and supplies will be provided so that each student can complete a short, hand drawn, animated flipbook that they can take home to show their family and friends. At the end of the course, I hope to have sparked the interest of the students and wish that they would continue exploring their creative ventures.

Lynne Lee

133 Camden Lane • Hercules, CA 94547
(510) 734-3339 – Cell • lynslee1@comcast.net

Professional Experience

Basic Animation Class – Hercules, CA

02/2006 to Present

Entrepreneur/Business Owner

Utilizing my entrepreneurial and educational skills I developed, implemented, and teach a Basic Animation class in After School Enrichment Programs to 20 different elementary schools. Researched and contacted over 300 elementary schools from all over the Bay Area to start my base. Provided leadership with coordinators to help bring this innovative class to fruition. Conduct presentations and events promoting the class to teachers, parents, and students. Negotiate all enrollments, fees, expenses, and formalities for each school. Manage and instruct 6 to 18 students, ranging from 3rd to 6th grade with straightforwardness and proficiency. Guide and instruct the young animators in completing an entertaining and appealing final project. **The East Bay Parent Guide** selected my **BASIC ANIMATION** class as one of the New Cool After School classes.

West Contra Costa Unified School District – Richmond, CA

02/2006 to 06/2010

Certificated Substitute Teacher

Teach K-12 at various schools as requested. Strong command of classroom management developed with authoritative skills. Analyze and process different circumstances with poise and efficiency. Proficient at deciphering and organizing lesson plans sufficiently and expeditiously. Memorize faces and names promptly in order to gain respect and trust. Provide academic and engaging studies to meet class requirements.

Academy of Art University – San Francisco, CA

1/2004 to 6/2005

Advanced Character Animation Instructor

Taught Computer Animation to undergraduate and graduate students using Maya. Revised the class curriculum, which helped improve the course while motivating the students to complete their final projects with outstanding success. Managed 2 different classes of 20 students with great command and authority using my thorough knowledge of the animation application. Patient and considerate while providing guidance and leadership to students with issues regarding their studies and assignments. Maintained professional interactions with administrators, teachers, and staff.

Education and Credentials

Bachelor of Fine Arts *Cum Laude*

Major in Character Animation

Academy of Art University – San Francisco, Ca

Certificated Substitute Teacher

California Commission on Teacher Credentialing

Volunteer Experience

Valley Bible Church – Hercules, CA

Assist with the annual summer night camp activities for kids from preschool to 6th grade. I served as a leader and crafts instructor for 3 years. Proclaim operator for weekly services.

Hilltop Community Church – Richmond, CA

As the Summer Day Camp Art Director, I developed and taught various crafts for the event annually for 8 years. Help design and build main stage sets for various productions. Edited powerpoint presentations as well as video editing for weekly services.



Hiscox Insurance Company Inc.

Policy Number: UDC-2343490-CGL-18
Named Insured: Lynne Lee
Endorsement Number: 1
Endorsement Effective: September 14, 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations or leasing a premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

A person's or organization's status as an additional insured under this endorsement ends when your operations or lease agreement for that additional insured are completed.



Martin Young <martin.young@ousd.org>

[copy]: OUSD Requirements Cleared!

1 message

mentor-services@beamentor.org <mentor-services@beamentor.org>

Fri, Aug 31, 2018 at 3:50 PM

Reply-To: help@beamentor.org

To: martin.young@ousd.org

Dear School Site Leader:

This letter certifies that Lynne Lee has completed the necessary clearance steps required by Oakland Unified School District for the following activities:

- Chabot Elementary School Background clearance
 - Claremont Middle School Background clearance
 - Cleveland Elementary School Background clearance
 - Crocker Highlands Elementary School Background clearance
 - Edna Brewer Elementary School Background clearance
 - Glenview Elementary School Background clearance
 - Hillcrest Elementary School Background clearance
 - Joaquin Miller Elementary School Background clearance
 - Kaiser Elementary School Background clearance
 - Lincoln Elementary School Background clearance
 - Montclair Elementary School Background clearance
 - Peralta Elementary School Background clearance
 - Redwood Heights Elementary School Background clearance
 - Sequoia Elementary School Background clearance
 - Thornhill Elementary School Background clearance

Please note clearance dates below:

Lynne Lee TB Clearance Date: 4/30/2016 DOJ Clearance Date: 7/19/2018 FBI Clearance Date: 7/19/2018 ATI : M197LEL002

All school site participants shall act in accordance with district policies, regulations, school rules and directives of the supervising employee or administrator.

We thank Lynne Lee for supporting OUSD students

Sincerely,

Be A Mentor, Inc. 24301 Southland Dr. Ste. 504 Hayward, CA 94545 510-795-6488 Fax: 1-866-498-3620
help@beamentor.org

SAM Search Results
List of records matching your search for :

Search Term : lynne* lee*
Record Status: Active

No Search Results