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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

October 10, 2018

Subject

Memorandum of Understanding

Contractor: Creative Spanish for Kids

Services For: Community Partnerships, Community Schools and Student Services Dept.

Action Requested and Recommendation Approval by the Board of Education of Professional Services Contract between the District and Creative Spanish for Kids, Pleasant Hill, CA, for the latter to provide an after school program that combines fun and culture with academics; the educational Spanish program, developed by professionals with extensive experience in foreign language education, provides interactive classes for arts and crafts, science, music and dance, traditional games, storytelling, and concentrate on expanding vocabulary while developing reading and writing skills for kindergarten and school age students to learn or continue to build on their knowledge of Spanish in order to increase their fluency and competency at Redwood Heights and Sequoia Elementary Schools, for the period of July 16, 2018 through July 16, 2021, at no cost to the District.

Background

(Why do we need these services? Why have you selected this vendor?) The benefits of learning Spanish as a second language at young age are influential; it builds confidence and self-esteem, increases brainpower and intellectual growth, advances reading skills and builds a bigger and richer vocabulary. It also improves pronunciation and widens cultural connections. Giving our students the opportunity to learn Spanish will open new doors for them socially and in future career opportunities.

Competitively Bid

Was this contract competitively bid? No

If no, exception: No cost to OUSD for services.

Fiscal Impact

Funding resource(s): No Fiscal Impact

Attachments

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

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 __Creative Spanish for Kids__ [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):

the following (attach separate document if more space is needed):
Redwood Heights Elementary
Sequoia 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 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."

rev. 10/31/17 1

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 rev. 10/31/17 2
104. 10/31/17 2

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

rev. 10/31/17 3

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 7/16/2018 7/16/2021	period
[Insert mm/dd/year] [Insert mm/dd/year]	
rev. 10/31/17 4	

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: Juliana Romero

Title: Director

Address: 100 Ellinwood Dr #211 Pleasant Hill Ca 94523

Phone: (925)234 0989 E-mail: espanolcreativocs@gmail.com

OUSD Sponsoring School/Department: C555, MC MARTIN V., PORTNERSHIPS 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 rev. 10/31/17 5

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.

rev. 10/31/17 6

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 U	NIFIED SCHOOL	DISTRICT
Aime Eng	11/15/18	
President, Board	of Education Date (m	m/dd/year) Superintendent Chief or Deputy Chief
Helphone _	11/15/18	Secretary, Board of Education Date (mm/dd/year)
CONTRACTO)R	
Juliana Ro	mero 7/15/2018	Contractor Signature Date (mm/dd/year)
Juliana Romero I	Director Pri	nt Name, Title
Form approved b	y OUSD General Cou	insel for 2017-18 FY
rev. 10/31/17 7		
Oli	ID UNIFIED SCHOOL ice of the General Co ED FOR EORM & SU	DISTRICT DUNSEL JBSTANCE

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.

rev. 10/31/17 8

In Creative Spanish we combine fun and culture with academics.

The *Creative Spanish* after school program is a fun and educational i Spanish program.

Our goal is for our students to learn or continue to build on their knowledge of Spanish in order to increase their fluency and competency.

The program has been developed by professionals with extensive experience in foreign language education to meet the needs of kindergarten and school age children.

Our interactive classes include: arts and crafts, science, music and dance, traditional games, storytelling, and concentrate on expanding vocabulary while developing reading and writing skills.

EXHIBIT "B" STATEMENT OF QUALIFICATIONS

Description of Organization and Relevant Experience: For individual consultants, a résumé will suffice. Attach a separate document if more space is needed.

rev. 10/31/17 9

Juliana Romero

Director

Maestra Juliana has a BA in Psychology in Education from Universidad Autonoma de Queretaro in Mexico. She has 25 full years of teaching experience. Since she moved to the Bay Area 14 years ago, she has devoted her time teaching Spanish in different After school programs in Orinda, Moraga, Pleasant Hill and Oakland.

"During my experience teaching Spanish as a second language, I noticed a big range of expectations from parents and students. An After School Program has to be creative, fun and entertaining while at the same time being academic and cultural. I developed this program which is a creative balance between fun and academics. There is an important emphasis on conversational skills and engages the students to learn in new ways. I really love to teach Spanish and to share my Hispanic heritage!"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/19/2018 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(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER CONTACT Nico Veran M A Hays Insurance PHONE (A/C, No, Ext): E-MAIL (510) 235-0353 (A/C, No): (510) 235-5058 CA License #0094750 nico@mahays.com ADDRESS: 232 Broadway INSURER(S) AFFORDING COVERAGE Richmond NAIC # CA 94804 INSURER A: USLI 25895 INSURED INSURER B: Juliana Romero DBA Creative Spanish For Kids INSURER C : 100 Ellinwood Drive #211 INSURER D: INSURER E Pleasant Hill CA 94523 INSURER F: **COVERAGES** CERTIFICATE NUMBER: CL1871904922 **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. IDDLISUBE LTR TYPE OF INSURANCE INSD WVD POLICY NUMBER COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE CLAIMS-MADE X OCCUR DAMAGE TO RENTED PREMISES (Ea occurrence) 300,000 5,000 MED EXP (Any one person) Α Y CL 1753710B 06/18/2018 06/18/2019 1,000,000 PERSONAL & ADV INJURY \$ GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 GENERAL AGGREGATE POLICY PRODUCTS - COMPIOP AGG OTHER. WHBRF AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY BODILY INJURY (Per accident) 5 HIRED AUTOS ONLY PROPERTY DAMAGE ŝ LIMBRELLA LIAR OCCUR **EACH OCCURRENCE** EXCESS I JAR **CLAIMS-MADE** AGGREGATE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT OFFICER/MEMBER EXCLUDED? N/A (Mandatory In NH) If yes, describe under
DESCRIPTION OF OPERATIONS below 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) Certificate holder is named as Additional Insured. **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN Oakland Unified School District Risk Management ACCORDANCE WITH THE POLICY PROVISIONS. 1000 Broadway, Suite 440 AUTHORIZED REPRESENTATIVE Oakland CA 94607 Micolar Ver

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following: CL1753710R

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Oakland Unified School District Attn: 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.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.



July 23, 2018

Creative Spanish 4442 Piedmont Ave Oakland, CA 94611

To whom it may concern,

I, Juliana Romero, am writing this letter to verify you that all program personnel, from Creative Spanish for Kids, entering schools and/or interacting with students have been screened for TB and their fingerprints are cleared by CA DOJ/FBI with subsequent arrest notifications.

Here are the name(s) of our representatives and their ATI numbers:

- Juliana Romero I212ROJ952

If at any time we add teacher, then we will immediately be sending you their names and ATI.

Please, do not hesitate to contact me if you have any questions at 925-234-0989.

Sincerely,

Juliana Romero

Juliana Romero

Director