Board Office Use: Legislative File Info.				
File ID Number	18-2186			
Introduction Date	11/14/18			
Enactment Number	18-1761			
Enactment Date	11/14/18 lf			



# Memo

То	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: Sonrisas Con Stephanie 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 Sonrisas Con Stephanie, Oakland, CA, for the latter to provide a theme- based and vocabulary-focused Spanish language class where skills are sharpened through repetition and physical enactment with skits, games, songs, and crafts, at Chabot Elementary for the period of August 27, 2018 through August 27, 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 are able to learn new concepts and revisit old themes regarding Spanish language and culture. Group instruction program gives room for customized learning of students of varying language acquisition rates or different learning styles.					
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	<ul> <li>Memorandum of Understanding</li> <li>Scope of Work</li> <li>Statement of Qualifications</li> <li>Certificate of Insurance</li> <li>Clearance Letter</li> </ul>					

## 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 <u>Sonrisas Con Stephanie</u> [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):

Chabot 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."

The classes cost \$25/hour/week/student. Typically a course includes 11 weeks in one session so the cost is \$275

per student per session. Depending on the After Program Schedule, a session could only include 8 weeks and the

cost would adjust \$200/student/session.

rev. 10/31/17

- 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
  - **C**reate 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
  - **V** 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

<u>OUSD pupils in the course of providing services pursuant to the MOU</u>, 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

- 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 08/27/2018 - 08/27/2021 period.

## 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.

DISTRIC	Т	CONTRACTOR			
Contact:	Marion McWilliams	Contact:	Stephanie Kaple		
Title:	General Counsel	Title:	After School Program Teacher		
Address:	Office of the General Counsel 1000 Broadway, Suite 680	Address:	5401 Broadway Terrace #401		
	Oakland, CA 94607		Oakland, CA 94618		
Phone:	510-879-8535	Phone:	917-868-8393		
Fax:	510-879-4046	E-mail:	sonrisasconstephanie@gmail.com		
Email:	marion.mcwilliams@ousd.org	D man.			

OUSD Sponsoring School/Department: Chabot Elementary/After School Program

## 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**

Aima Eng

11/15/18

Date (mm/dd/year)

President, Board of Education Superintendent

Chief or Deputy Chief

Secretary, Board of Education

11/15/18 Date (mm/dd/year) CONTRACTOR Contractor Signature

08/24/2018 Date (mm/dd/year)

Stephanie Kaple, After School Program Teacher 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 Attorney at Law tops.

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.

#### SONRISAS CON STEPHANIE

Course Description

This class will refresh past learning and provide new steps into exploring the world of the Spanish language. The class is theme-based and vocabulary-focused and skills are sharpened through repetition and physical enactment with skits, games, songs, and crafts. This Spanish Group Instruction program gives room for customized learning for students of varying language acquisition rates or different learning styles. It's tailored to Grades K-5 and is offered to Chabot Elementary students only. There are three classes are being offered for the Fall session from August 27 through November 16.

## **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.

#### Organization description

Stephanie Kaple is a former Spanish teacher in NJ. She taught 5 years and was the World Languages Chair for the department. She is the only teacher offering Spanish after school at Chabot. She is also a local private tutor for elementary aged kids in Rockridge as well as the Spanish teacher at a preschool in Moraga.

#### STEPHANIE KAPLE

#### PROFILE

An education professional who passionately supports the education community by integrating fervor for scholarship, leadership and service with expert communication and subject matter knowledge to create positive results for student achievement.

#### EDUCATION

Saint Peter's College, Jersey City, NJ — Masters of Arts in Education 2008 Ohio University, Athens, OH — Bachelors of Arts & Sciences 1997, Bachelor of Business Administration 1997

#### CERTIFICATION

NJ Standard Certificate - Teacher of Spanish State of Ohio Department of Education - 1 Year Long Term Substitute License

#### EXPERIENCE

HOLY FAMILY ACADEMY; BAYONNE, NJ - 2003-2010

Holy Family Academy is small Catholic college preparatory high school educating young women of vision. Director of Business Development and Recruitment (November 2009 - April 2010)

Oversaw all fundraising activities including annual fund appeals, phonathons, stewardship activities, class
reunion programs, gift acknowledgement and fundraising software integrity

Supervised admissions to develop appropriate strategies to meet enrollment goals, to establish relationships
 with key leaders at feeder elementary schools and to represent HFA at open houses

## Department Chair of World Languages (September 2006 - June 2008)

• Provided strategic planning and leadership support as supervisor of the World Language Department providing results in increased teacher motivation, parent/teacher communication, process improvement and program management

 Administered all supervisory responsibilities such as ordering supplies & textbooks, recording inventory, enhancing curriculum, promoting quality & equitable instruction and advocating professional development
 Developed academic and writing standards that fostered higher-order thinking skills among students as part of a school-wide initiative to realign curriculum to State standards during the Middle States Accreditation process

Teacher of Spanish (September 2003 - June 2008)

• Promoted cross curriculum themes that are discussed in English, history, art and mathematics classes to reinforce multi-discipline and multi-cultural awareness

• Emphasized professionalism, presentation skills and technology integration while teaming up with students to find and define their individual presentation strengths and weaknesses

• Developed engaging communication skills, effective instruction, consistent classroom management, supportive classroom environment & content area knowledge through soliciting peer advice, reading literature, attending graduate courses and workshops

#### Director of Girls First (September 2005 - July 2007)

Co-founded and piloted Girls First - a three-week summer academic program for girls of vision promoting project based curriculum that builds leadership skills & relationships along with a focus towards critical thinking, creativity and philanthropic initiatives

 Developed curriculum, launched marketing & advertising initiatives, contracted educators & aides, solicited funding to support scholarship opportunities, set up budget & forecasting models, designed logistical plans for class and lunch schedules for each student and formalized a building space management plan BAYONNE BOARD OF EDUCATION HOME INSTRUCTION TUTOR; BAYONNE, NJ — 2003-2008 Privately tutored students on home instruction providing individualized education plans and student centered instruction to meet the needs of the school's educational goals while collaborating and managing the expectations of their teachers.

#### GAK3, PARKERSBURG, WV - 2003 - 2010

GAK3 is a small business development and investment company offering comprehensive business and educational assistance to strengthen small businesses.

The Ralph and Luci Schey Sales Centre of Ohio University; Athens, Ohio (June 2008 - Present) • Steer the Coach & Candidate program towards administrative and strategic stability by working with students on-campus on a weekly basis to build and retain corporate coaches and student candidates relationships • Empower students to focus on career, education, leadership, professionalism and personal development through the program with sound coaching techniques, tools, networking events, portfolio creating and mock interviewing opportunities

ACORD CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) 8/20/2018				
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OAKLAND UNIFIED SCHOOL DISTRICT				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						
1000 BROADWAY STE 440 OAKLAND, CA 94607						Sugar S. Castanida				
COF	RD 25 (2016/03)		Th	e AC	ORD name and logo a	re registered mar	1988-2015 ACO ks of ACORD	RD CORPORATION.	All rights reserved	

POLICY NUMBER: 76 SBU BC6149



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

LOCATION 001 BUILDING 001

OAKLAND UNIFIED SCHOOL DISTRICT ATTENTION: RISK MANAGEMENT 1000 BROADWAY SUITE 440 OAKLAND CA 94607 I started the clearance process with BeAMentor because I'm an independent contractor. I've completed all of those things and the BAM clearance letter below:

Dear School Site Leader:

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

Chabot Elementary School Background clearance

Please note clearance dates below:

Stephanie Kaple TB Clearance Date: 8/9/2018 DOJ Clearance Date: 8/7/2018 FBI Clearance Date: 8/7/2018 ATI : M219KAS001

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

We thank Stephanie Kaple 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 : sonrisas\* con\* stephanie\* Record Status: Active

**No Search Results**