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File ID Number	19-0047	
Introduction Date	2/13/2019	
Enactment Number	19-0209	
Enactment Date	2/13/2019 lf	



Memo

To

Board of Education

From

Kyla Johnson-Trammell, Superintendent

Ali Metzler, Community School Leadership Coordinator

Board Meeting Date

2/13/2019

Subject

Memorandum of Understanding

Contractor: Origami Mami

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 Origami Mami, Oakland, CA, for the latter to provide entry level Origami after-school enrichment classes; children learn how to use a multitude of physical senses to experience this unique paper folding art form; they also learn about basic geometry and math concepts at Glenview, Montclair, Kaiser, Chabot and Thornhill elementary schools, for the period of December 1, 2018 through December 1, 2021 at no cost to the District.

Background

(Why do we need these services? Why have you selected this vendor?) After-school enrichment offerings are needed. Program also offers children the opportunity to learn new skills, which support subjects in school such as Math, Geometry and Art.

The following are the costs to parents or students (if applicable):

Sliding scale cost for enrollment to families includes supplies and one hour-long class weekly.

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

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 Origami Mami Oakland Unified School District ("OUSD") and [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): Glenview Elementary, Montclair Elementary, Kaiser Elementary, Chabot Elementary, Thomhill 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." This is an entry level class on the basics of Origami. All students will be encouraged and supported in folding a variety of models un dert the supervision of a trained teacher. Origami Mami has been in business for the past

10 years and continues to strive for excellence in teaching Origami to children at the elementary school aged level.

There is a cost for enrollment which includes supplies and one hour long class each week.

- 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).
 - 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

- 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

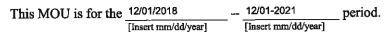
Contractor (Individual/Agency):

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



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.

CONTRD A CTOR

DISTRIC	Γ	CONTRA	CONTRACTOR	
Contact:	Marion McWilliams	Contact:	Jennifer Linderman	
Title:		Title:	owner, instructor	
Address:		Address:	4342 Park Blvd	
			Oakland, CA	
Phone:	510-879-8535	Phone:	949-573-7923	
Fax:	510-879-4046	E-mail:	info@origamimami.biz	
Email:	marion.mcwilliams@ousd.org			

OUSD Sponsoring School/Department: Glenview Elementary School

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.

теу. 10/31/17

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. Excerporation of Recitals and Exhibits

The Recitals and each exhibit attached hereto are bareby 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.

XVII. Poblic Becomest

This contract, its contents, and all incorporated desuments are public documents and will be made available by OUSD to the public caline via the Internet.

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

OAKLAND UNIFIED SCHOO	IL DISTRICT	CONTRACTOR
Aine Eng	2/13/2019	10/15/2016
President, Board of Education Superintendent Chief or Deputy Chief	Date (monted/year)	Contractor Signature Date (minited yet
Her-ha	2/13/2019	Jenniter Lindenman, Conor Origana Mesta Print Name, Title
Secretary, Board of Education	Date (merkidysar)	

Form approved by CUSD General Counsel for 2017-18 FY

> OAKLAND UNIFIED SCHOOL DISTRICT Office of the General Counsel APPROVED FOR FORM & SUBSTANCE

y: Army Brandt, 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.

Origami Mami provides entry level Origami after school enrichment classes to elementary school aged children. The children learn how to use a multitude of physical senses to experience this unique paper folding art form. They also learn about basic geometry and math concepts along with learning how to use scissors, paper, tape, glue and other multi media concepts.

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.

JENNIFER LINDERMAN

4342 Park Blvd, Oakland, CA 94602 949-573-7923 into@origamimami.biz www.jenniferlindermanart.com

WORK EXPERIENCE:

Owner, designer and instructor at ORIGAMI MAMI since 2010. I bring my courses to several local Elementary schools during after school as an Enrichment program where my team helps children learn to make and design Origami projects. I plan and create age-appropriate weekly lessons for a diverse group of students aged 5-11 in the Oakland, Piedmont, and Orinda school districts.

Manager, teacher and folder at Taro's Origami Studio in Rockridge, Oakland since 4/2017. I am the sole employee at this location where I teach children and adults the unique art form of Origami. I lead corporate folding events for tearn-building sessions or as a special guest vendor.

Art teacher at Norton Factory Studios, Oakland during June of 2014 and June of 2015. I taught elementary school and middle school-aged children Origami art with an emphasis on design and perspective.

ACORIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/31/2018

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 be endorsed. If SUBROGATIONIS 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). CONTACT NAME: G F BROWN INSURANCE SERVICES LLC 57101505 THE HARTFORD BUSINESS SERVICE CENTER 3600 WISEMAN BLVD PHONE FAX (A/C, No, Ext): (866) 467-8730 (A/C, No): (888) 443-6112 SAN ANTONIO, TX 78265 F-MAII ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC# INSURER A : 11000 INSURED The Sentinel Insurance Company JENNIFER LINDERMAN DBA ORIGAMI MAMI INSURER B: 4342 PARK BLVD INSURER C: OAKLAND CA 94602-1338 INSURER D : INSURER E : INSURER F : **REVISION NUMBER: CERTIFICATE NUMBER: COVERAGES** 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. POLICY EFF **POLICY EXP** ADDL SUBR LIMITS **POLICY NUMBER** TYPE OF INSURANCE INSR WVD (MM/DD/YYYY) (MM/DD/YYYY) LTR EACH OCCURRENCE \$1,000,000 COMMERCIAL GENERAL LIABILITY DAMAGE TO RENTED \$1,000,000 CLAIMS-MADE X OCCUR PREMISES (Ea occurrence) \$10,000 X MED EXP (Any one person) General Liability PERSONAL & ADV INJURY \$1.000,000 57 SBM BG8659 08/14/2018 08/14/2019 Α \$2,000,000 **GENERAL AGGREGATE** GEN'L AGGREGATE LIMIT APPLIES PER PRO-\$2,000,000 PRODUCTS - COMP/OP AGG POLICY X LOC JECT OTHER: COMBINED SINGLE LIMIT **AUTOMOBILE LIABILITY** (Ea accident) BODILY INJURY (Per person) ANY AUTO SCHEDULED ALL OWNED BODILY INJURY (Per accident) AUTOS AUTOS PROPERTY DAMAGE NON-OWNED HIRED AUTOS (Per accident) **AUTOS** EACH OCCURRENCE OCCUR LIMBRELLA LIAB CLAIMS-MADE **EXCESS LIAB** AGGREGATE RETENTION \$ PFR OTH. WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N N/A OFFICER/MEMBER EXCLUDED? E.L. DISEASE -EA EMPLOYEE (Mandatory in NH) If ves, describe under E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS below DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE OAKLAND UNIFIED SCHOOL DISTRICT THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ATTN: RISK MANAGEMENT ACCORDANCE WITH THE POLICY PROVISIONS. 1000 BROADWAY STE 440 AUTHORIZED REPRESENTATIVE OAKLAND CA 94607-4033 Sugar S. Castareda?

SPECTRUM POLICY DECLARATIONS (Continued) POLICY NUMBER: 57 SBM BG8659

ADDITIONAL INSUREDS: THE FOLLCWING ARE ADDITIONAL INSUREDS FOR BUSINESS LIABILITY COVERAGE IN THIS POLICY.

001 BUILDING 001 LOCATION PERSON ORGANIZATION TYPE

SEE FORM IN 12 00 MAJOR

Policy Expiration Date: 08/14/19 Page 004 (CONTINUED ON NEXT PAGE)

Form SS 00 02 12 06 Process Date: 05/30/18

SPECTRUM POLICY DECLARATIONS (Continued) POLICY NUMBER: 57 SBM BG8659

Form Numbers of Forms and Endorsements that apply:

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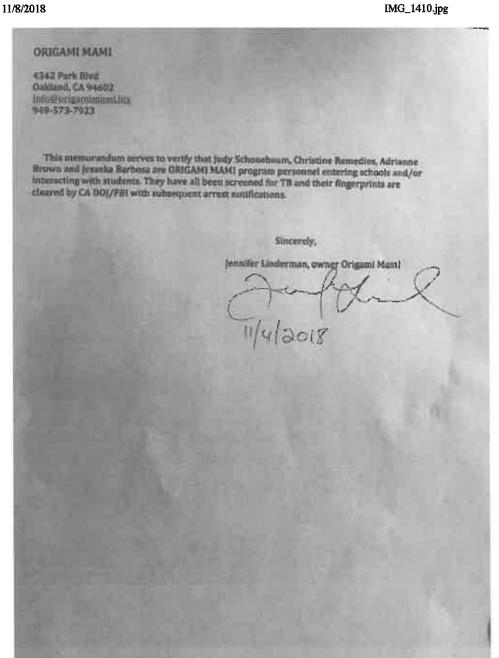


THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

LOCATION 001 BUILDING 001
OAKLAND UNIFIED SCHOOL DISTRICT
ATTENTION: RISK MANAGEMENT
1000 BROADWAY STE 440
OAKLAND CA 94607

Expiration Date: 08/14/19 Form IH 12 00 11 85 T SEQ, NO. 001 Printed in U.S.A. Page 001 Process Date: 05/30/18



OUSD Requirements Cleared! D

mentor-services@beamentor.org

to info 🕆

1:12 PM (9 hours ago)

Dear School Site Leader:

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

- · Glenview Elementary School School Volunteer unsupervised
- Vendors

Please note clearance dates below:

Jennifer Renee Linderman TB Clearance Date: 8/12/2016 DOJ Clearance Date: 10/12/2013 FBI Clearance Date: 10/13/2013 ATI: N/A

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

We thank Jennifer Renee Linderman 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