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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: Nusku Arts, Inc.
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 Nusku Arts, Inc., Oakland, CA, for the latter to provide after school enrichment classes to include Comic Book classes for illustration, drawing, character design, story boarding, and storytelling and scripting; Guitar and Ukulele instruction for basic strumming, rifting, and notes reading; and Club Jam classes for percussion, drums, rhythm, and temp music and visual arts at Chabot, Crocker Highlands, Montclair, Redwood Heights, and Thornhill Elementary Schools, for the period of August 29, 2017 through August 31, 2020, at no cost to the District.

Background
(Why do we need these services? Why have you selected this vendor?) Nusku Arts provides quality and affordable after school programs - music and art classes - for preschool, elementary, and middle school students who might not otherwise have access to creative education.

Competitively Bid Was this contract competitively bid? No
If no, exception: No fee for services. In-kind partnership.

Fiscal Impact Funding resource(s): No Fiscal Impact

Attachments

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

**MEMORANDUM OF UNDERSTANDING BETWEEN A PARTNER ORGANIZATION
OR INDIVIDUAL AND 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 Nusku Arts Inc. [CONTRACTOR—name of your organization].

WHEREAS, the CONTRACTOR’s services or program described in this MOU will be provided at no cost to OUSD, the students, or the parents; and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said program(s) selected in Section II of the MOU.

II. Program Name(s)

Unless otherwise agreed to in writing by the parties, the Program(s) governed by this MOU are the following at Chabot, Crocker Highlands, Montclair, Redwood Heights, and Thornhill Elementary Schools:

- Comics
- Guitar
- Ukulele
- Club Jam
- French (not active)
- Mindfulness (not active)
- Singing (not Active)

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 brief description of the type of services your program(s) generally provides.

Comic Book Classes | Illustration, Drawing, Character Design, Story Boarding, Story Telling, Scripting. +

Guitar and Ukulele Classes | Basic Strumming, Riffing, Notes reading

Club Jam Classes | Percussion, Drums, Rhythm, Tempo

2. The relevant experience of the CONTRACTOR personnel that will be providing the services:

All Teachers have experiences in teaching classes to Groups of Children, we require a degree or master
in the class category taught.

3. Please check all of the expectations or goals below that are in agreement with your program's services.

- Ensure a high quality instructional core
- Develop student's social health/skills
- Develop student's emotional health
- Develop student's physical health
- Develop student's cognitive and academic skills
- Create equitable opportunities for learning
- Ensure, maintain, or support high quality and effective instruction
- Prepare students for success in college and careers
- Help ensure, create, and/or sustain safe, healthy and supportive schools
- Create accountability for quality
- Help create full service community schools in OUSD
- Increase, raise graduation rates
- Other: _____

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.
- 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 Agreement and 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 agreement 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**—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, 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 Community Partner Platform**—Contractor shall register in OUSD's Community Partner Platform database and perform annual updates *by August 31 of each year*, to maintain full and complete up-to-date information.

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, including janitorial services, maintenance, utilities, and technology support.
- C. **Data**—Ensure that CONTRACTOR has reasonable access to student assessment and evaluation data necessary to inform instruction and periodically review student progress and to provide the study.
 - 1. For the purpose of cohort determination, for instructional purposes, or for academic research purposes, at the sole discretion of OUSD, provide CONTRACTOR access to student assessment data for all students at School(s) including, but not limited to, state test scores and site-based assessments. Students identified may be protected by the use of ID numbers.
 - 2. Provide CONTRACTOR with any other student information reasonably necessary to provide its services consistent with the CONTRACTOR's program and to evaluate the impact of its program on students at School(s).

VI. Duration

This MOU is for the 8/29/2017 -- 8/31/2020 period.
[Insert mm/dd/year] [Insert mm/dd/year]


VII. Termination

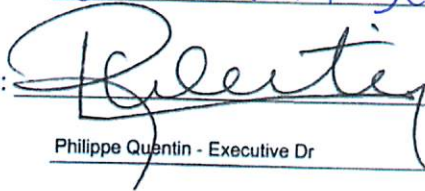
Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This agreement may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

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.


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

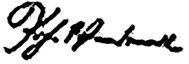
By:  Dated: 8/30/2017 (MM/DD/YYYY)
MARTIN C. YOUNG, PARTNERSHIPS (Print Name & Title)
COMMUNITY SCHOOLS (Sponsoring OUSD Department)

By:  Dated: 8/23/2017 (MM/DD/YYYY)
Philippe Quentin - Executive Dr (Print Name & Title)
Nusku Arts Inc. (CONTRACTOR—Org. Name)

Approved as to form and procedure

By:  Dated: 10-11-2018 (MM/DD/YYYY)
Attorney, Office of the General Counsel
Oakland Unified School District

 11/15/18
Aimee Eng
President, Board of Education

 11/15/18
Kyla R. Johnson-Trammell
Secretary, Board of Education

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

POLICY NUMBER: 57 SBM ZE1306



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

**OAKLAND UNIFIED SCHOOL DISTRICT
ATTENTION: RISK MANAGEMENT
1000 BROADWAY SUITE 440
OAKLAND, CA 94607**



SCOPE of WORK

August 14th 2017,

Dear Martin,

Please Find our scope of work for Creative Arts and Music



1 - MUSIC Classes (Guitar, Ukulele, Drums)

The Music programs are designed for children in grades K-1 (Drums, Ukulele) and Grades 2-7 (Guitar)

Guitar Classes | 1 hour - Session 10-12 weeks - 2-5

In the Guitar Classes, **students learn Chords, strumming, theory (Booklet provided), finger picking**, and the fundamentals of understanding music through popular songs and hands-on experience playing the guitar. Throughout the session, **students also learn about rhythms, tempo, beats, and Note values**, they gain the knowledge and succeed quickly by connecting chording and strumming. They perform their favorite pop, rock, and folk songs at an end of session recital.

Guitar are provided for the duration of the session to bring back home for practice (10mn/day practice is recommended).

Ukulele Classes | 45 mn to 1 hour - Session 10-12 weeks - K-1

With open chord tuning and four strings, the Ukulele classes are accessible and fun for all new K-1 students. **Students learn to recognize scales, rhythm, melodies and major and minor chords** (Little booklet provided). Games and activities are a regular part of class .

Ukulele are provided for the duration of the session to bring back home for practice.



Dums - Club Jam | 45 mn to 1 hour - Session 10-12 weeks - TK-1

In the Club Jam class, students learn rhythm with **clapping, shape recognition, sound interpretation, motion mimicking**, Introduction to **body percussion** and all different variety of drums throughout the session.

Percussive instruments are included.



2 - CREATIVE ARTS Classes (Comics)

The Creative Arts programs are designed for children in Grades 2-7 (Comics)

Comics Classes | 1 hour - Session 10-12 weeks

In the Comic book Classes, students study the essential elements of how to illustrate and create their own comics. Class time includes the study and practice of **basic drawing techniques, character design, story boarding, scripting and paneling**.

With a variety of tools and techniques students have an excellent opportunity to hone and express their creativity.

A Book to complete by the end of the session is provided.

Thank you

Philippe Quentin - Executive DR

Philippe Quentin