

Board Office Use: Legislative File Info.	
File ID Number	12-0644
Introduction Date	4-25-12
Enactment Number	12-1129
Enactment Date	4-25-12



OAKLAND UNIFIED  
SCHOOL DISTRICT

Quality Schools, Thriving Students

# Memo

**To** Board of Education  
Tony Smith, Ph.D., Superintendent

**From** By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date** 4-25-12  
(To be completed by Procurement)

**Subject** Professional Services Contract Amendment - 1  
Music In Schools Today San Francisco CA (Contractor, City/State) -  
Leadership, Curriculum, & Instruction - Visual & Performing Arts (site/department)

**Action Requested** Approval by the Governing Board of the amendment to the professional services contract between the District and Music In Schools Today. Services to be primarily provided to Leadership, Curriculum, & Instruction - Visual & for the period of 10/12/2011 through 06/30/2012, in an amount not to exceed \$ 111,000.00.

**Background**  
*A one paragraph explanation of why an amendment is needed.*

The recently awarded United States Department of Education Arts Education Model Development and Dissemination grant requires the professional development and research services of Music in Schools Today as the local agency of the Music in Education National Consortium. The Music Integration Learning Environment projects is designed to develop music integrated model of instruction for elementary grades in participating schools.

**Discussion**  
*One paragraph summary of the amended scope of work.*

Approval by the Board of Education of the Amendment No. 1 to the Professional Service Contract between the Oakland Unified School District and Music in Schools Today (MUST) of San Francisco, California, for the latter to provide 1850.00 hours of Data Systems and Web site support, Music in Education National Consortium Services, MUST Arts Partnership Program Coordination, and Project Evaluation for the period of October 12, 2011 through June 30, 2012 for an additional amount of \$111,000.00, increasing the original contract from \$65,000.00 to an amount not to exceed \$176,000. All other terms and conditions of the contract remain in full force and effect.

**Recommendation** Approval by the Governing Board of the amendment to the professional services contract between the District and Music In Schools Today. Services to be primarily provided to Leadership, Curriculum, & Instruction - Visual & for the period of 10/12/2011 through 06/30/2012, in an amount not to exceed \$ 111,000.00.

**Fiscal Impact** Funding resource name (please spell out) ARTS IN EDUCATION - DEVELOP&DIS  
not to exceed \$ 111,000.00.

**Attachments**

- Contract Amendment
- Copy of original contract

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**OAKLAND UNIFIED SCHOOL DISTRICT**

Community Schools. Thriving Students

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Music In Schools Today (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on October 12, 2011, and the parties agree to amend that Agreement as follows:

1. **Services:**       The scope of work is unchanged.       The scope of work has changed.  
**If the scope of work has changed:** Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.  
 Revised scope of work attached. **OR,** The CONTRACTOR agrees to provide the following amended services:  
Please see attachment

2. **Terms (duration):**       The term of the contract is unchanged.       The term of the contract has changed.  
**If the term has changed:** The contract term is extended by an additional \_\_\_\_\_ (days/weeks/months), and the amended expiration date is 06/30/2012.

3. **Compensation:**       The contract price is unchanged.       The contract price has changed.  
**If the compensation has changed:** The contract price is amended by  
 Increase of \$ 111,000.00 to original contract amount  
 Decrease of \$ \_\_\_\_\_ to original contract amount  
and the new contract total is hundred seventy six thousand dollars (\$ 176,000.00 )

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement.       This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.

**OAKLAND UNIFIED SCHOOL DISTRICT**

**CONTRACTOR**

Andy London  
 President, Board of Education  
 Superintendent or Designee  
Edgar Rakestraw, Jr.  
Edgar Rakestraw, Jr., Secretary  
Board of Education

4/25/12  
Date  
4/25/12  
Date

M. Madden  
Contractor Signature      1/10/12  
Date  
Meg Madden Executive Director  
Print Name, Title

EXHIBIT "A" Scope of Work

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

**Summary for Board Memo and Board Agenda** – Must accurately align with scope of work below.

Approval by the Board of Education of the Amendment No. 1 to the Professional Service Contract between the Oakland Unified School District and Music in Schools Today (MUST) of San Francisco, California, for the latter to provide 1850.00 hours of Data Systems and Web site support, Music in Education National Consortium Services, MUST Arts Partnership Program Coordination, and Project Evaluation for the period of October 12, 2011 through June 30, 2012 for an additional amount of \$111,000.00, increasing the original contract from \$65,000.00 to an amount not to exceed \$176,000. All other terms and conditions of the contract remain in full force and effect.

**SCOPE OF WORK**

Music In Schools Today will provide a maximum of 1,850.00 hours of services at a rate of \$ 60.00 per hour for a total not to exceed \$111,000.00. Services are anticipated to begin on 10/12/2011 and end on 06/30/2012.

1. **Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

SEE ATTACHED.

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

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

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core      | <input type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools     |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning   | <input checked="" type="checkbox"/> Accountable for quality                  |
| <input checked="" type="checkbox"/> High quality and effective instruction        | <input type="checkbox"/> Full service community district                     |

**Music Integration Learning Environment Project Scope of work**  
**Contractor: Music in Schools Today**

Project Scope	Cost/hour	2011-2012
<b>Data Systems and Website Support:</b> Coordinate OUSD Research and Assessment & Accountability and Music In Education National Consortium data systems including the MIENC digital portfolio system. Provide technical support for the MIENC digital portfolio system.	\$50	\$8,000
<b>Music in Education National Consortium Services:</b> <ul style="list-style-type: none"> <li>• Year long Action Research Guided Practice Consultants</li> <li>• Digital Portfolio content consultant services</li> <li>• Publication &amp; Curriculum materials,</li> <li>• MILE workshop presenters,</li> <li>• Assessment instrument development including teacher surveys, class observation protocols, school climate indicators (\$10,000)</li> <li>• Data entry and coding, Analysis and Data Displays. (\$5,000)</li> <li>• Local MIENC: (\$30,000)</li> <li>• National MIENC: (\$8,000)</li> </ul>		\$53,000
<b>MuST Arts Partnership Program Coordination:</b> Coordinate program operations including: program development, assessment, evaluation, planning, and professional development, summer institute, contracts and meetings.	\$50	\$25,000
<b>Project Evaluation:</b> Provide external project evaluation meeting all reporting requirements of the United States Department of Education. Responsible for evaluating project performance using the identified goals in the AEMDD grant.	\$100	\$25,000
<b>Totals</b>		\$111,000

**4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)**

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: \_\_\_\_\_
  
  - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
    1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
    2. Meeting announcement for meeting in which the SPSA modification was approved.
    3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
    4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

## PROFESSIONAL SERVICES CONTRACT AMENDMENT ROUTING FORM 2011-2012

### Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order amount has been increased by Procurement.

1. Contractor and OUSD contract originator reach agreement on modification to original contract.
2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
3. If contract total amount has increased, the scope of work has changed. OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**
4. OUSD contract originator submits amendment packet to Procurement for approval within two weeks of creating the requisition.

When the contract amendment is approved Procurement will add additional funds to the original Purchase Order.

Attachment Checklist	<input type="checkbox"/> Contract amendment packet including Board Memo and Amendment Form
	<input type="checkbox"/> Amended Scope of work (be specific as to what is changing)
	<input type="checkbox"/> Copy of original contract

**OUSD Staff Contact** Emails about this contract should be sent to: [marilu.boytes@ousd.k12.ca.us](mailto:marilu.boytes@ousd.k12.ca.us)

### Contractor Information

Contractor Name	Music In Schools Today	Agency's Contact	Meg Madden			
OUSD Vendor ID #	V053331	Title	Executive Director			
Street Address	582 Market Street	City	San Francisco	State	CA	Zip 94101
Telephone	(415) 392-9010	Email	meg@mustcreate.org			

### Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 65,000.00	Original PO Number	P1202647		
Amended Amount	\$ 111,000.00	New Requisition #	R0203366		
New Total Contract Amount	\$ 176,000.00	Start Date	10/12/2011	End Date	06/30/2012

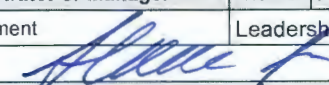
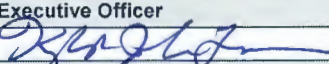
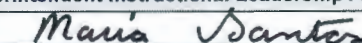
### Budget Information

*If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.*

Resource #	Resource Name	Org Key	Object Code	Amount
5835	ARTS IN EDUCI	9095835201	5825	\$ 111,000.00
			5825	\$
			5825	\$

### Approval and Routing (in order of approval steps)

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

1.	<b>Site Administrator or Manager</b>	Name	Fillmore Rydeen	Phone	5103367609	Fax	5104826773
	Site / Department	Leadership, Curriculum, & Instruction - Visual & Performing Arts					
	Signature				Date Approved		
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs						
	Signature				Date Approved		
	Signature				Date Approved		
3.	<b>Regional or Executive Officer</b>						
	Signature				Date Approved	2/27/12	
	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> <input type="checkbox"/> Consultant Aggregate Under \$50,000						
4.	Signature				Date Approved	3-1-2012	
	<b>Superintendent or Board of Education</b> Signature on the legal contract						
<b>Legal</b> Required if not using standard contract		Approved				Denied - Reason	Date
<b>Procurement</b>	Date Received				PO Number		

1645



Board Office Use: Legislative File Info.	
File ID Number	11-2642
Introduction Date	10-17-11
Enactment Number	11-2299
Enactment Date	10/26/11



OAKLAND UNIFIED  
SCHOOL DISTRICT

# Memo

**To** The Board of Education

**From** Tony Smith, Ph.D., Superintendent  
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date**  
(To be completed by Procurement)

10/26/11

**Subject** Professional Services Contract -  
Music in Schools Today San Francisco CA (contractor, City State)  
Leadership, Curriculum, & Instruction - Visual & Performing A (site/department)

**Action Requested** Ratification of a professional services contract between Oakland Unified School District and Music in Schools Today. Services to be primarily provided to Leadership, Curriculum, & Instruction - Visual for the period of 10/12/2011 through 06/30/2012.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*

The recently awarded United States Department of Education Arts Education Model Development and Dissemination grant requires the professional development and research services of Music in Schools Today as the local agency of the Music in Education National Consortium. The Music Integration Learning Environment projects is designed to develop music integrated model of instruction for elementary grades in participating schools.

**Discussion**  
*One paragraph summary of the scope of work.*

Ratification by the Board of Education of a professional service contract between the Oakland Unified School District and Music in Schools Today San Francisco, California, for the latter to provide 1,084.00 hours of principal investigator - Dr. Larry Scripp, professional development, survey, observation, and testing implementation data collection for the period of October 12, 2011 through June 30, 2012 in an amount NOT TO EXCEED \$65,000.00

**Recommendation** Ratification of professional services contract between Oakland Unified School District and Music in Schools Today. Services to be primarily provided to Leadership, Curriculum, & Instruction - Visual for the period of 10/12/2011 through 06/30/2012.

**Fiscal Impact** Funding resource name (please spell out) ARTS IN EDUCATION-DEVELOP&DISS not to exceed \$ 65,000.00

**Attachments**

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Commercial General Liability Insurance Certification
- TB screening documentation
- Statement of qualifications

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	11-2642
Introduction Date	10-17-11
Enactment Number	11-2299
Enactment Date	10-26-11 <i>YOB</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2011-2012

This Agreement is entered into between the Oakland Unified School District (OUSD) and Music in Schools Today (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** CONTRACTOR shall provide the services described in Exhibit "A," attached hereto and incorporated herein by reference ("Services" or "Work").
- Terms:** CONTRACTOR shall commence work on 10/12/2011, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/30/2012.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed sixty-five thousand Dollars (\$ 65000). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, ~~labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.~~

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: NA

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

*The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.*

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
  - Individual consultants:
    - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
    - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
    - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
  - Agencies or organizations:
    - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NA which shall not exceed a total cost of \$ 0.

### 6. CONTRACTOR Qualifications / Performance of Services.

**CONTRACTOR Qualifications.** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

**Standard of Care.** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:



Professional Services Contract

**OUSD Representative:**

Name: Fillmore Rydeen  
Site /Dept.: ership, Curriculum, & Instruction - Visual & Performi  
Address: 4551 Steele Street  
Oakland, CA 94619  
Phone: 510 336-7609

**CONTRACTOR:**

Name: Meg Madden  
Title: Executive Director  
Address: 582 Market St. Suite 213  
San Francisco CA 94104  
Phone: 415 392 9010

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

**8. Invoicing**

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
  - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and a statement that subsequent arrest records have been requested for each person listed.
  - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

9. **Status of Contractor:** 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.

**10. Insurance:**

1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
  - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, 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. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

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.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

11. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there 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, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** 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 on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
  1. **Tuberculosis Screening**
  2. **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 Agreement, 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 contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial: MM

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

**Professional Services Contract**

22. **Limitation of OUSD 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.
23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
24. **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 officer or employee of OUSD to perform any service by this Agreement.  
 CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.  
 Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
28. **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.
29. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
30. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

**Summary of terms and compensation:**

Anticipated start date: 10/12/2011 Work shall be completed by: 06/30/2012 Total Fee: \$ 65000

**OAKLAND UNIFIED SCHOOL DISTRICT**

**CONTRACTOR**

Maria Ventas 10-6-11  
 President, Board of Education Date  
 Superintendent or Designee  
  
Secretary, Board of Education Date

M Madden 9/16/11  
 Contractor Signature Date  
  
Meg Madden Executive Director  
 Print Name, Title

**Certified:**

Edgar Rakestraw, Jr. 10/27/11  
 Edgar Rakestraw, Jr., Secretary  
 Board of Education

File ID Number: 11-2642  
 Introduction Date: 10-17-11  
 Enactment Number: 11-2299  
 Enactment Date: 10-26-11  
 By: 812

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Ratification by the Board of Education of a professional service contract between the Oakland Unified School District and Music in Schools Today San Francisco, California, for the latter to provide 1,084.00 hours of principal investigator - Dr. Larry Scripp, professional development, survey, observation, and testing implementation data collection for the period of October 12, 2011 through June 30, 2012 in an amount NOT TO EXCEED \$65,000.00

SCOPE OF WORK

Music in Schools Today will provide a maximum of 1,084.00 hours of services at a rate of \$60.00 per hour for a total not to exceed \$65,000.00. Services are anticipated to begin on 10/12/2011 and end on 06/30/2012.

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what this Contractor will do.

Please see the attach Scope of work

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Per United States Department of Education Arts Education Model Development and Dissemination Grant Requirements.

- Students will learn to read and write music; to identify, derive and perform melodic and rhythmic patterns; to sing folk songs from diverse cultures in accordance with the California Visual and Performing Arts Standards.
-Weekly music classes will also support language arts development for English Language Learners in K-3 classrooms.
-Curriculum will provide supplemental activities for English Language Learners to practice grade-level vocabulary lists, and strengthen critical thinking and problem solving skills.

3. 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 district

**4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)**

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: \_\_\_\_\_
  
  - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
    1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
    2. Meeting announcement for meeting in which the SPSA modification was approved.
    3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
    4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

**Music Integration Learning Environment Project Scope of work**  
**Contractor: Music in Schools Today**

Project Scope	Cost/hour	2011-2012
<b>Principal Investigator - Dr. Larry Scripp:</b> Action research supervision, testing and research supervision, provide prompt feedback and guidance on project work products.	\$100	\$15,000
<b>Professional Development:</b> <ul style="list-style-type: none"> <li>• <b>Music Learning Leadership MILE Certificate Program:</b> <ul style="list-style-type: none"> <li>○ Summer Institute (15,000)</li> <li>○ Nov. Full day Training (\$3,000)</li> <li>○ Feb. Full Day Training (\$3,000)</li> <li>○ Curriculum Fair and other training (\$3,000)</li> <li>○ 6 one hour Teacher Training sessions (Oct/Nov/Jan/Feb/March/April= (\$1000)</li> <li>○ Other MILE PD presenters (\$5,000)</li> </ul> </li> </ul>	\$60	\$30,000
<b>Survey, Observation and Testing Implementation Data Collection:</b> Services to include: <ul style="list-style-type: none"> <li>• Provide trained personnel to administer the Music Literacy Skills Test (MLST) in target grades K and 3 in no more than 4 participating schools. The test should be administered once in the spring to provide baseline data in subsequent years.</li> <li>• Collect and process teacher surveys.</li> <li>• Document selected instructional MILE unit/lessons (video/photo or other means).</li> <li>• Coordinate Interns schedule and projects</li> </ul>	\$40	\$20,000
<b>Totals</b>		65,000



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: ZF

DATE (MM/DD/YYYY)

06/29/11

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(ies) must 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 (WC) Heffernan Insurance Brkrs 1350 Carlbak Ave, Suite 200 Walnut Creek, CA 94596 Special Accounts New	925-934-8500  925-934-8278	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>MUSIC-1</b>	FAX (A/C, No):  INSURER(S) AFFORDING COVERAGE NAIC #
INSURED <b>Music in Schools Today          Grace          582 Market St. Ste. 213          San Francisco, CA 94104</b>	INSURER A : <b>ST. PAUL TRAVELERS</b> INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		

**COVERAGES**

CERTIFICATE NUMBER:


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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			X660427X2819	06/23/11	06/23/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			X660427X2819	06/23/11	06/23/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property Section				06/23/11	06/23/12	
A	Crime				06/23/11	06/23/12	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Project: As on file with the insured.

**CERTIFICATE HOLDER****CANCELLATION**

<b>OAKLASC</b>  Oakland Unified School Dist. Instructional Services 314 E. 10th Street, Rm. 202 Oakland, CA 94606	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 

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# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

### Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

**Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.**

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
	<input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years
	<input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant)
	<input checked="" type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured
	<input checked="" type="checkbox"/> For All Consultants with employees: Proof of workers compensation insurance

OUSD Staff Contact Emails about this contract should be sent to: [marilu.boytes@ousd.k12.ca.us](mailto:marilu.boytes@ousd.k12.ca.us)

### Contractor Information

Contractor Name	Music in Schools Today	Agency's Contact	Meg Madden / Alyson Swihart		
OUSD Vendor ID #	V054331	Title	Executive Director/ Integration Director		
Street Address	582 Market St. Suite 213	City	San Francisco	State	CA Zip 94104
Telephone	(415) 392-9010	Email	meg@mustcreate.org, alyson@mustcreate.org		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No		

### Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	10/12/2011	Date work will end	06/30/2012	Other Expenses	
Pay Rate Per Hour (required)	\$ 60.00	Number of Hours	1,084.00	<b>Total Contract Amount</b>	<b>\$ 65,000.00</b>

### Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
5835	ARTS IN EDUCA	9095835201	5825	\$ 65,000.00
			5825	\$
			5825	\$
<b>Requisition No.</b>	R0201370		<b>Total Contract Amount</b>	<b>\$ 65,000.00</b>

### Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/eplsearch.do>)

1.	<b>Administrator / Manager</b> (Originator)	Name	Fillmore Rydeen	Phone	(510) 336-7609	
	Site / Department	Leadership, Curriculum, & Instruction - Visual & Performing Arts			Fax	(510) 482-6773
	Signature				Date Approved	
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs					
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature				Date Approved	
3.	<b>Regional Executive Officer</b>					
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
4.	Signature				Date Approved	9/22/11
	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b>				<input type="checkbox"/> Consultant Aggregate Under \$50,000	
	Signature				Date Approved	9-28-11
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract					
Legal Required if not using standard contract	Approved		Denied - Reason		Date	
Procurement	Date Received		PO Number	P1202647		

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