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Enactment Date	9/22/17



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammel, Superintendent

Board Meeting Date _____

Subject Memorandum of Agreement - Laura Sherman dba Music-Go-Round - (contractor) - Community Partnerships Unit - 922/Community Schools and Student Services Department (site/department)

Action Requested Approval of a Memorandum of Agreement between the Oakland Unified School District and Laura Sherman dba Music-Go-Round, Oakland, CA, to be primarily provided at Kaiser Elementary School for the period of September 5, 2017 through June 30, 2020.

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

Laura Sherman dba Music-Go-Round provides private piano lessons. Children learn to read music, play by ear, improvise and compose their own songs. They also play rhythm instruments and musical games to complement their learning of music.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Agreement between the District and Laura Sherman dba Music-Go-Round, Oakland, CA, for the latter to provide private piano lessons; children learn to read music, play by ear, improvise and compose their own songs; they also play rhythm instruments and musical games to complement their learning of music for students at Kaiser Elementary School, via the Community Schools and Student Services Department, for the period of September 5, 2017 through June 30, 2020, at no cost to the District.

Recommendation Approval of a Memorandum of Agreement between the Oakland Unified School District and Laura Sherman dba Music-Go-Round, Oakland, CA, to be primarily provided at Kaiser Elementary School for the period of September 5, 2017 through June 30, 2020.

Fiscal Impact Funding resource name (please spell out): No Fiscal Impact

Attachments Memorandum of Agreement
Certificate of Insurance
Scope of Work
Statement of Qualifications



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 17-1877

Department: 922/Community Schools and Student Services Department

Vendor Name: Music-Go-Round, Laura Sherman

Contract Term: Start Date: 09/05/17 End Date: 06/30/20

Annual Cost: \$ 0

Approved by: Andrea Bustamante

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

School-site selected partner for In-Kind agreement.

Summarize the services this Vendor will be providing.

Private piano lessons, children learn to read music, play by ear, and improvise and compose their own songs. They also play rhythm instruments and musical games to complement their learning of music.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

No fee for services; In-Kind partnership.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

**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
Laura Sherman Music-Go-Round _____ [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:

Private Piano lessons with Laura Sherman

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.

Private piano lessons, children learn to read music, play by ear, and improvise and compose their own songs

They also play rhythm instruments and musical games to complement their learning of music

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

Laura Sherman has been teaching piano since 1980. She has a B.A. in Music from UC Santa Cruz.

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.

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

By: MCY Dated: 8-16-17 (MM/DD/YYYY)
MARTIN YOUNG, PARTNERSHIPS MANAGER (Print Name & Title)
COMMUNITY SCHOOLS STUDENT SERVICES (Sponsoring OUSD Department)

By: Laura Sherman Dated: 8/1/17 (MM/DD/YYYY)
Laura Sherman Piano Instructor (Print Name & Title)
Laura Sherman Music-Go-Round (CONTRACTOR—Org. Name)

Approved as to form and procedure

By: [Signature] Dated: 09/05/2017 (MM/DD/YYYY)
Attorney, Office of the General Counsel
Oakland Unified School District

[Signature]
James Harris
President, Board of Education

[Signature]
Kya 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/>

Program Information

Program Name	Laura Sherman Piano Studio
Community School Element	Academic & Social Emotional Learning
Service Types	Performing arts education and enrichment
Program Description	Private piano lessons include learning
Last verified	08/09/2017 at 01:47 PM by Laura Sherman

Program Details

Student Population	<i>not provided</i>
Target Ethnicity/Culture Groups	All Students
Target Demographic Groups	By Application
Target Grade Levels	Kindergarten, 1st Grade, 2nd Grade
Service Times	After school
Service Days	Tuesday, Thursday

Schools

[Kaiser Elementary](#)

[Show Details](#)

July 27, 2017

Laura Sherman has been teaching piano lessons throughout the bay area since 1990. She graduated with a BA degree in music from UC Santa Cruz. She teaches all styles from classical to jazz and blues to popular.

It is important to develop a child's ear for music as well as their ability to read music. Improvising and making up their own pieces are a part of learning to play an instrument and developing musical abilities. I create an atmosphere where children enjoy playing yet have a serious attitude about learning.

SAM Search Results
List of records matching your search for :
Record Status: Active

No Search Results