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Memo

To Board of Education

From Kyla Johnson-Trammel, Superintendent

Board Meeting Date September 27, 2017

Subject Memorandum of Agreement - Clay Explorations - (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 Clay Explorations, Oakland, CA, to be primarily provided at Crocker Highlands Elementary and Edna Brewer Middle Schools for the period of August 21, 2017 through May 20, 2018.

Background
A one paragraph explanation of why the consultant's services are needed. Clay Explorations provides students with an introduction to working with clay handbuilding including pinch pots, slab building with assigned projects and the opportunity for the students to create their own work.

Discussion
One paragraph summary of the scope of work. Approval by the Board of Education of a Memorandum of Agreement between the District and Clay Explorations, Oakland, CA, for the latter to provide in-school and after school vocal and choral based music education instruction to OUSD students, focused upon school to community partnership, musical skills and knowledge, and increasing multicultural understanding and respect to serve students at Crocker Highlands Elementary and Edna Brewer Middle Schools, via the Community Schools and Student Services Department, for the period of August 21, 2017 through May 20, 2018, at no cost to the District.

Recommendation Approval of a Memorandum of Agreement between the Oakland Unified School District and Clay Explorations, Oakland, CA, to be primarily provided at Crocker Highlands Elementary and Edna Brewer Middle Schools for the period of August 21 2017 through May 20, 2018.

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. _____

Department: 922/Community Schools and Student Services Department

Vendor Name: Clay Explorations

Contract Term: Start Date: 08/21/2017 End Date: 05/20/2018

Annual Cost: \$ 0

Approved by: Andrea Bustamante

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

School-sites selected partner for In-Kind agreement.

Summarize the services this Vendor will be providing.

Clay Explorations provides introduction to working with clay handbuilding including pinch pots, slab building with assigned projects, and the opportunity for students to create their own work.

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 Clay Explorations [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:

Clay Explorations

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.

~~Clay Explorations provides students an excellent introduction to working with clay handbuilding including pinch pots, slab building with assigned projects and the opportunity for the students to create their own work.~~

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

The contractor, Kathy de Rosas, BA Education, MFA. She has over 25 years of working in after school programs, museums and private art studios with preschool and school age students.

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: Develop studio thinking
-
-

- 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: Mey Dated: 8/4/17 (MM/DD/YYYY)
MARTIN C. YOUNG, PARTNERSHIPS MANAGER (Print Name & Title)
COMMUNITY SCHOOLS STUDENT SERVICES (Sponsoring OUSD Department)

By: Kathy deRosas Dated: 07/15/2017 (MM/DD/YYYY)
Kathy deRosas, owner (Print Name & Title)
Clay Explorations (CONTRACTOR—Org. Name)

Approved as to form and procedure

By: [Signature] Dated: 09/05/17 (MM/DD/YYYY)
Attorney, Office of the General Counsel
Oakland Unified School District

[Signature]
James Harris
President, Board of Education

[Signature]
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/>

Clay Explorations. 1.510.501.5946

Tell me and I forget, teach me and I may remember, involve me and I learn. Benjamin Franklin

Clay Explorations teaches after school clay classes for elementary schools in Oakland. The clay class is for the students to explore and expand clay in an intimate learning environment. The students learn basic clay principles of hand building to create 3D objects. The skills include slab building, the diversity of the pinch pot, building with clay coils, using molds and glazing clay. The classes are mixed ages and it is a combination of assigned projects and students creating their own clay pieces. The classes enhance and support creative problem solving, creative spirit, discovery and fun.

Program Information

Program Name	Clay Explorations
Community School Element	Expanded Learning
Service Types	After school and youth development
Program Description	Clay explorations provides a learning environment that
Last verified	08/04/2017 at 11:03 AM by Martin Young

Program Details

Student Population	All Students
Target Ethnicity/Culture Groups	All Students
Target Demographic Groups	All Students
Target Grade Levels	3rd Grade, 4th Grade, 5th Grade, 6th Grade, 7th C
Service Times	After school
Service Days	Varies

Schools

[Crocker Highlands Elementary](#) [Show Details](#)

[Edna M Brewer Middle School](#) [Show Details](#)

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KATHY deROSAS

Art Educator & Artist

1.510.501.5946 kathyderosas@gmail.com www.kathyderosas.com www.facebook.com/kathyderosas

SUMMARY

I am an art educator, artist and a community art organizer with over 20 years of experience developing and creating an experiential and developmentally appropriate curriculum for k-5 classrooms, museums, after school programs and public school environments. My tenacious commitment and boundless creativity supports my skillful abilities to collaborate and design inventive, fun and participatory visual art curriculum for diverse learning communities. Also, my own art practice of sculpture and installation allows for the language and understanding of the creative process to deepen my teaching practice, and the encourage students to use curiosity and wonder as learning tools.

KEY QUALIFICATIONS

Classroom Art Teacher

Design and implement meaningful, challenging and engaging visual art curriculum for preschool to fifth grade.

Art and Education Lecturer

- Created lectures and projects to enable parents and educators to deliver age appropriate art projects that foster's children's innate creativity in varied learning environments.
- Conceptualized, coordinated and implemented multi-community mosaic and mural public art projects that transformed a school environment with the emphasis on meaningful and engaging skill based curriculum.

Program Director

- Developed and implemented an after school age program through a thematic model that was inclusive of play-based and life skill experiential curriculum including thematic fairs through the visual and culinary arts.

PROFESSIONAL & VOLUNTEER EXPERIENCE

Ceramic Teacher Crocker Highlands Elementary School, Oakland, CA

2013-present

- Launched the school's pilot ceramic art program for k-5th graders that is a project based and developmentally age appropriate ceramic program that is integrated into the classroom teacher's curriculum. Skills included introduction to basic ceramic hand building skills and glazing.

Volunteer Community Arts Coordinator and ceramic teacher, Edna Brewer Middle School, Oakland, CA

2006-present

- **Public Art Mosaic** I conceptualized and managed the glass flower mosaic public art project. I collaborated with the mosaic artist, Rachel Rodi, Edna Brewer Middle School PTSA, 7th grade science teacher and 80 7th grade students. The 7th grade art and science students learned and made 10 over sized glass mosaic flowers working in a communal learning environment.

- **Black Mosaic Panther Sculpture** a collaboration with The Crucible, an industrial arts organization. I developed and implemented an inclusive school community project to develop a positive school experience. It included 5 FRIDAY NIGHTS AT THE CRUCIBLE in making a life sized black glass mosaic panther for the sculpture garden. I developed and initiated a crowd funding platform through the kickstarter (www.kickstarter.com) and raised \$10,000.00 for the project.
- **Sculpture Garden** in collaboration with The Crucible (www.thecrucible.org) I designed, implemented the clean-up, landscaping and the opportunity for fifteen students that participated in a nine week welding and blacksmithing course to create 8ft. steel flowers. I successfully raised \$5,200.00 from a City of Oakland Grant for the project
- **Ceramics** project based program that I developed to introduce the basic skills of hand building and glazing to students in the art elective program.

Import Paper Business, the Dukaan, Oakland, CA

1999-2004

- Conceptualized and designed a small Indian imported paper business focusing on wholesale and specialized designs for individuals in the United States clients included Kate's Paper in New York City and The Gardener in Berkeley, CA.

Early Childhood Educator, Laurel Hill Nursery School, San Francisco, CA

1997-1998

- Taught a developmentally play-based art curriculum for ages 2.5 – 5 year olds in a parent cooperative. I supervised and lead parent education workshops on the perceptual development of children.

Early Childhood Art Educator & Ceramic Teacher, Bay Area Discovery Museum, Sausalito, CA

1996-1997

- Developed and taught "Creativity and the Developing Child", a play-based art class for parents and their toddlers. I led each class with drawing, painting and clay that engaged the parent and toddler with the tools to introduce color, line, form and texture and the perceptual development of children through play with music and storytelling. Taught ceramic classes to grades k-5th grade including hand building and glazing.

Director of Farallone View Active Learning Center, Montara, CA

1996-1997

- Created an age appropriate, experiential after school and summer programs that integrated the arts through a thematic model for age's k-5th grade. Administrative responsibilities include staff development, enrollment, marketing and community relations.

Art Teacher, Havurah youth Center, Jewish Community Center, San Francisco, CA

1991-1996

- Implemented and taught an arts integrative project based curriculum. The two prominent and successful projects included A Medieval Feast Re-Enactment, and Harvest Dinner with 4th and 5th graders which included visual art, cooking, costume design, graphic design and ceramics. The students invited their community to share their Harvest Dinner of 30 families.

Art Teacher, Berkeley Child Art Institute, Berkeley, CA

1991-1993

- Taught a play based, non-directive and developmentally age appropriate curriculum that included drawing, painting and sculpture ages preschool to fifth grade. Conducted quarterly parent conferences. Each class was immersed in a creative and engaged curriculum that included short term and long term projects that reflected the curriculum through storytelling, music and visual imagery. Each student was provided with their own sketchbook that included weekly classroom assignments and their own drawings.

EDUCATION

- MFA, STUDIO ARTS, ARTS & CONSCIOUSNESS PROGRAM, JOHN F. KENNEDY UNIVERSITY, BERKELEY, CA
- B.A. EDUCATION, UNIVERSITY OF MASSACHUSETTS, AMHERST, MA

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- B.A. EDUCATION, UNIVERSITY OF MASSACHUSETTS, AMHERST, MA

SAM Search Results
List of records matching your search for :

Search Term : clay* explorations*
Record Status: Active

No Search Results