

Board Office Use: Legislative File Info.	
File ID Number	17-0665
Introduction Date	5/24/17
Enactment Number	17-0673
Enactment Date	5/24/17



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Devin Dillon, Ph.D., Interim Superintendent

Board Meeting Date May 10, 2017

Subject Memorandum of Agreement - Creative Young Minds, LLC dba Young Rembrandts - (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 Creative Young Minds, LLC dba Young Rembrandts, Oakland, CA, to be primarily provided for Cleveland Elementary School for the period of April 4, 2017 through December 30, 2017.

Background
A one paragraph explanation of why the consultant's services are needed. Creative Young Minds, LLC dba Young Rembrandts provides educational, fun and engaging drawing programs for Elementary aged children all year round. Their staff has core expertise in teaching the curriculum with children.

Discussion
One paragraph summary of the scope of work. Approval by the Board of Education of a Memorandum of Agreement between the District and Creative Young Minds, LLC dba Young Rembrandts, Oakland, CA, for the latter to provide curriculum for an educational, fun and engaging drawing program at Cleveland Elementary School, via the Community Schools and Student Services Department, for the period of April 4, 2017 through December 30, 2017, at no cost to the District.

Recommendation Approval of a Memorandum of Agreement between the Oakland Unified School District and Creative Young Minds, LLC dba Young Rembrandts, Oakland, CA, to be primarily provided for Cleveland Elementary School for the period of April 4, 2017 through December 30, 2017.

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. 17-0665

Department: 922/Community Schools and Student Services Department

Vendor Name: Young Rembrandts

Contract Term: Start Date: 04/04/2017 End Date: 12/30/2017

Annual Cost: \$ 0

Approved by: Andrea Bstarante

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

School site selected partner for In-Kind Understanding.

Summarize the services this Vendor will be providing.

Young Rembrandts provides educational, fun and engaging drawing program for Elementary aged kids.

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
Creative young minds, LLC dba Young Rembrandts [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 agreement are the following:

- Young Rembrandts
- Drawing Enrichment Program for Elementary children.
-
-
-
-
-
-
-
-
-

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.

Young Rembrandts provides educational, fun and engaging drawing program for Elementary aged kids.

We provide the program all year round.

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

Young Rembrandts has been around for over 18+ years.

We have a solid curriculum in place that has been established and all of the staff teaching

have core expertise in teaching with children.

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 on these School(s).
 2. **Anti-Discrimination**—It is the policy of OUSD that in connection with CONTRACTOR’s services in 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, or age. Therefore, the CONTRACTOR agrees to comply with 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 does arise.
 4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe 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. **TB and Fingerprinting Clearance**—Ensure that all CONTRACTOR personnel, including subcontractors, who will be on OUSD premises have been: (a) fingerprinted; (b) submitted to DOJ and FBI criminal background check via Live Scan or a similar service as required by the Education Code, and (c) taken a tuberculosis test during the current fiscal year. Please see **Section IV** for the relevant documentation that is required.
- D. **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.

The requirements under Section D, 2. will not apply if CONTRACTOR checks or marks this box and by doing so confirms and represents that it does not employ anyone in the manner subject to the workers' compensation laws of California.

- E. **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.
- F. **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.
- G. **Register With/Update Community Partner Platform**—Contractor shall register in OUSD's Community Partner Platform database and perform annual updates *by August 31 of each year*, to maintain full and complete up-to-date information.

IV. Required Documents

CONTRACTOR CANNOT commence the services agreed to in this MOU until it has submitted the following documents:

- A. TB and Fingerprinting Clearance:

Contractor (Individual):

- Submit clearance letter from authorized agency verifying individual has been Fingerprinted/Criminal Background Checked for this current fiscal year. Additionally, please provide documentation from health care provider showing negative TB status of individual within the last four years.

Contractor (Agency):

- Attach clearance letter from Agency/Community-Based Organization/Non-Profit Organization on agency letterhead verifying all personnel, including subcontractors, have been Fingerprinted/Criminal Background Checked and have TB clearance for this current fiscal year and signed by authorized personnel.

B. Insurance:

Contractor (Individual/Agency):

- Please attach documentation of either proof of insurance, or a waiver signed by the Risk Management Officer. The additional insured address must read: Oakland Unified School District, Attention: Risk Management, 1000 Broadway Suite 440, Oakland, CA 94607. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

V. Responsibilities of Oakland Unified School District

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

VI. Duration

This MOU is for the 04/04/2017 -- 12/30/2017 period.
[Insert mm/dd/year] [Insert mm/dd/year]

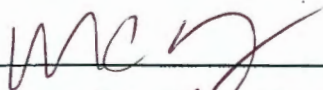
VII. Termination

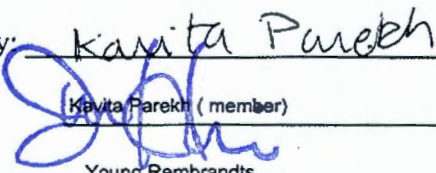
Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This agreement may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

VIII. Defense/Indemnity/Hold Harmless

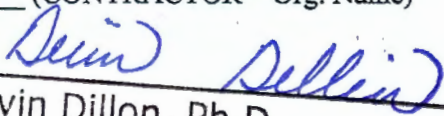
Each party to this MOU agrees to defend, indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.


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

By:  Dated: 4.11.17 (MM/DD/YYYY)
MARTIN YOUNG, CSSS PARTNERSHIPS MANAGER (Print Name & Title)
CSSS (Sponsoring OUSD Department)

By:  Dated: 03/28/2017 (MM/DD/YYYY)
Kavita Parekh (member) (Print Name & Title)
Young Rembrandts (CONTRACTOR—Org. Name)

James Harris
President, Board of Education
Approved as to form and procedure


Devin Dillon, Ph.D.
Interim Secretary, Board of Education

By:  Dated: 4/20/17 (MM/DD/YYYY)
Michael L. Smith, Deputy General Counsel
Oakland Unified School District



CREAYOU-01

D1DDUNN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2016

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 have ADDITIONAL INSURED provisions or 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).

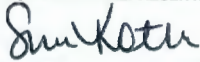
PRODUCER License # 954553 Dawson Franchise Insurance Division 1340 Depot Street #300 Rocky River, OH 44116	CONTACT NAME: PHONE (A/C, No, Ext): (800) 860-0090 FAX (A/C, No): (440) 356-2126 E-MAIL ADDRESS: franchisecerts@dawsoncompanies.com																					
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B :</td> <td>Hartford Casualty Insurance Co</td> <td>29424</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Cincinnati Insurance Company	10677	INSURER B :	Hartford Casualty Insurance Co	29424	INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER F :																						
INSURED Creative Young Minds, LLC dba Young Rembrandts 1313 N Milpitas Blvd #119 Milpitas, CA 95035																						

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 INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CAP5228374	06/30/2016	06/30/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP5228374	06/30/2016	06/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	45WECBV3415	06/30/2016	06/30/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Sexual Misconduct			CAP5228374	06/30/2016	06/30/2017	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Oakland Unified School District are listed as an additional with regards to any and all work performed by the named insured

CERTIFICATE HOLDER Oakland Unified School District Attention: Risk Management 1000 Broadway Ste 440 Oakland, CA 94607	CANCELLATION 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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Oakland Unified School District
Attn: Martin Young
3/28/17

To Whom it May Concern:

Creative Young Minds, LCC dba Young Rembrandts certifies that it has met all fingerprinting and Tuberculosis testing requirements set forth in its 2017 agreement with the City of Morgan Hill. No person who will provide services on behalf of Creative Young Minds, LLC dba Young Rembrandts under the Agreement has been convicted of a violation or attempted violation of any offense specified under Penal Code Section 11105.3 or Public Resources Golden section 5164. Creative Young Minds, LCC dba Young Rembrandts and each of its employees, agents and subcontractors who will have supervisory or disciplinary authority over minors, or direct contact with minors, have undergone a fingerprint criminal background check through the California Department of Justice (DOJ), including the Child Abuse Index, as provided in California Penal Code 11105.3, prior to providing any service under the Agreement. Creative Young Minds, LCC dba Young Rembrandts further certifies that its employees, agents and contractors providing services to City under the agreement has been examined by a physician or other qualified medical provider and has been found to be free of communicable tuberculosis.

Sincerely,

Kavita Parekh

YoungRembrandts



Oakland Unified School District
Attn: Martin Young
3/28/17

To Whom it May Concern:

Statement of Qualification and Scope of work.

Young Rembrandts has a passion for art and children. We bring excellence to every aspect of our daily interactions. Guided by personal integrity and respect for the child, we communicate with understanding, realizing our greatest calling is to cultivate the human spirit. We have developed a team of art Instructors trained in the Young Rembrandts' method who share in our vision and values, bringing them to the classroom for every child.

The Young Rembrandts' method focuses on teaching children to draw, using demonstration and a structured step-by-step process. Through the process of weekly instruction students are exposed to a wide variety of subject matter, artistic concepts, art history and mastery of their materials.

Young Rembrandts has a passion to dramatically increase the abilities and therefore the number of children that participate in the arts. Young Rembrandts' students receive a foundational art literacy that invites them to continue an appreciation of the arts throughout their lifetime.

We believe true creativity comes forth when mastery of core skills is combined with original thought. Our methodology helps children develop the skill, tools and confidence to continue participating in the arts.

Currently we have over 50+ participating schools, preschools in addition to the various community centers.

Sincerely,

Kavita Parekh

YoungRembrandts

SAM Search Results
List of records matching your search for :

Search Term : creative* young* minds* llc*
Record Status: Active

No Search Results

SAM Search Results
List of records matching your search for :

Search Term : young* rembrandts*
Record Status: Active

No Search Results