

Board Office Use: Legislative File Info.	
File ID Number	18-0492
Introduction Date	3/28/18
Enactment Number	18-0731
Enactment Date	4/25/18 er



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Board Meeting Date _____
(To be completed by Procurement)

Subject Memorandum of Understanding - William Ribak dba 3 O’Clock Rock (contractor) - Community Schools and Student Services Department (site/department)

Action Requested Approval by the Board of Education of the Memorandum of Understanding between the District and William Ribak dba 3 O’Clock Rock. Services to be primarily provided to the Community Schools and Student Services Department for the period of September 1, 2017 through June 15, 2020.

Background 3 O’Clock Rock after school music program makes music accessible to young people by providing a sense of security and space for creativity.
A one paragraph explanation of why the consultant’s services are needed.

Discussion Approval by the Board of Education of a Memorandum of Understanding between the District and William Ribak dba 3 O’Clock Rock, Emeryville, CA, for the latter to provide performing arts classes, analog recording classes, cartooning classes, music video classes, and band classes for Glenview Elementary School, for the period September 1, 2017 through June 15, 2020, at no cost to the District.
One paragraph summary of the scope of work.

Recommendation Approval by the Board of Education of a Memorandum of Understanding between the District and William Ribak dba 3 O’Clock Rock. Services to be primarily provided to the Community Schools and Student Services Department for the period of September 1, 2017 through June 15, 2020.

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

Attachments

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



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 18-0492

Department: 922/Community Schools and Student Services

Vendor Name: William Ribak DBA 3 O'Clock Rock

Contract Term: Start Date: 09/01/2017 End Date: 06/15/2020

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.

Provider offers an array of performing arts classes, analog recording, cartooning, music video classes, private one on one instruction and band classes.

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. Principal authorized parent fees.

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**

Program Information

Program Name	3 O'Clock Rock After School Programs and Summer C
Community School Element	Expanded Learning
Service Types	After school and youth development, Performing arts e
Program Description	We offer and array of performing arts classes, analog r
Last verified	10/09/2017 at 04:05 PM by William Ribak

Program Details

Student Population	All Students
Target Ethnicity/Culture Groups	<i>not provided</i>
Target Demographic Groups	All Students
Target Grade Levels	3rd Grade, 4th Grade, 5th Grade, 6th Grade, 7th C
Service Times	After school
Service Days	Monday, Tuesday, Wednesday, Thursday, Friday

Schools

Glenview Elementary

[Show Details](#)

Organization Information

Name	3 O'Clock Rock After School Programs and Summr
Primary Organization Contact	

**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
William Ribak DBA William Ribak _____ [CONTRACTOR—name of your organization].

WHEREAS, the CONTRACTOR’s services or program described in this MOU will be provided at no cost to OUSD (or students or parents unless otherwise agreed upon by both parties); 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:

- 3 O’Clock Rock After School Programs and Summer Camps
- _____
- _____
- _____
- _____
- _____
- _____
- _____

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.

We offer and array of performing arts classes, analog recording, cartooning, music video classes,

private one on one instruction, and band classes.

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

I have taught music for over 10 years in the East Bay. I founded 3 O'Clock Rock After School Programs and Summer Camps 6 years ago. We have several studios in downtown Oakland and a qualified teaching staff.

3. Please disclose all costs to parents or students (if applicable). If no such costs, leave blank or write "N/A."

Cost per one hour class per student is \$40. All materials and instruments are provided.

4. 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: Increase self-confidence and self-esteem

- 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 MOU 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 MOU 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 *prior to entering schools or interacting with students*, 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, which may include janitorial services, maintenance, utilities, and technology support.
- C. **Data**—Subject to state and federal law, 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).

MC
SEE ATTACHED
EMAIL AUTHORIZATION

VI. **Duration**

This MOU is for the 09/01/2017 -- 06/15/2020 period.
[Insert mm/dd/year] [Insert mm/dd/year]

VII. **Termination**

Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This MOU 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.

IX. Jurisdiction

This MOU shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court or the United States District Court for the Northern District of California shall have jurisdiction over any civil action arising out of or relating to this MOU.

X. Notices

Any notice provided for in this MOU shall be in writing and effective upon receipt at the address set forth below in this section, delivered by any of the following means: personal delivery; certified U.S. mail, return receipt requested; or electronic mail. Either party may change the addresses below by giving notice of such change pursuant to this section.

CONTRACTOR

Contact:	<u>William Ribak</u>
Title:	<u>Director</u>
Address:	<u>1305 Franklin St. Ste#102</u>
	<u>Oakland, CA</u>
	<u>94612</u>
E-mail:	<u>info@threeoclockrock.com</u>

DISTRICT

Contact:	Marion McWilliams
Title:	General Counsel
Address:	Office of the General Counsel
	1000 Broadway, Suite 680
	Oakland, CA 94607
Phone:	510-879-8535
Fax:	510-879-4046

XI. Integration and Modification

This MOU constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This MOU may be amended or modified only in writing, signed by both Parties.

XII. Assignment

The rights and obligations of the each Party under this MOU shall not be assigned without the express prior written consent of the other Party.

XIII. Waiver

No delay or omission by either Party in exercising any right under this MOU shall operate as a waiver of that or any other right provided for in this MOU.

XIV. No Rights in Third Parties

This MOU does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

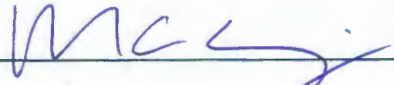
XV. Counterparts

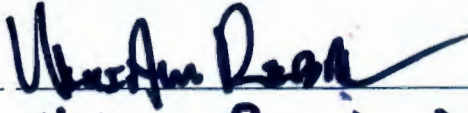
This MOU and all amendments and modifications to it may be executed in counterparts, and all counterparts together shall be construed as one document.

XVI. Intellectual Property

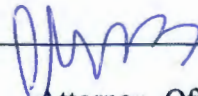
During the term of this MOU, any works created by or inventions of Contractor, his agents or employees, within the scope of the work contracted herein shall belong to the District together with all associated copyrights and patents. Contractor shall not publish any aspect of the work performed hereunder without prior written consent of the District.

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


By:  Dated: 10/23/2017 (MM/DD/YYYY)
MARTIN C. YOUNG, PARTNERSHIPS (Print Name & Title)
COMMUNITY SCHOOLS (Sponsoring OUSD Department)

By:  Dated: 10/09/17 (MM/DD/YYYY)
William Ribak, Director & Teacher (Print Name & Title)
William Ribak DBA William Ribak (CONTRACTOR—Org. Name)

Approved as to form and procedure

By:  Dated: 10/22/18 (MM/DD/YYYY)
Attorney, Office of the General Counsel
Oakland Unified School District


President, Board of Education 4/26/18


Secretary, Board of Education 4/26/18

Legislative File Id. No. 18-0492
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By: er

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



Select Customer Insurance Center

3600 WISEMAN BLVD.

SAN ANTONIO TX 78251

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (866) 467-8730

SERVICE.TX@THEHARTFORD.COM

**INSURANCE ENDORSEMENT
ATTACHED**

***** PLEASE REVIEW THE CHANGE *****

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes:

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (866) 467-8730 between 7 A.M. and 7 P.M. CST .

The premium billing will be mailed to you separately. You can expect to receive it soon.

Thank you for allowing us to service your business needs.

OZWALD & SPEAKAR INS SVCS INC/PHS

THE HARTFORD SELECT CUSTOMER INSURANCE CENTER



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

Policy Number: 57 SBA BF2055 DX

Named Insured and Mailing Address; WILLIAM RIBAK

1050 45TH ST
EMERYVILLE CA 94608

Policy Change Effective Date: 10/16/17

**Effective hour is the same as stated in the
Declarations Page of the Policy.**

Policy Change Number: 002

Agent Name: OZWALD & SPEAKAR INS SVCS INC/PHS

Code: 101435

POLICY CHANGES:

SENTINEL INSURANCE COMPANY, LIMITED

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IH12001185 ADDITIONAL INSURED - PERSON-ORGANIZATION

PRO RATA FACTOR: 0.595

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Form SS 12 11 04 05 T

Process Date: 10/17/17

Page 001

Policy Effective Date: 05/21/17

Policy Expiration Date: 05/21/18

POLICY NUMBER: 57 SBA BF2055



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

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

TULLER CORP
PO BOX 5009
BERKELEY, CA 94705

Scope of Work

3 O'Clock Rock is an after school music program and Summer Camp for kids. We offer group classes and private lessons for analog recording, drums, guitar, bass, keyboards, cartooning, film production. We welcome students from the San Francisco Bay Area and beyond. Scholarships are available and are sponsored by 924 Gilman Street Project, The Octopus Literary Salon, and Abura Ya Japanese Fried Chicken. 924 Gilman Street is a non profit 501 3c organization and is also our fiscal sponsor.

Participating students learn how to:

- Count rhythms and learn basics on guitar, keyboard, drums, and bass guitar
 - Learn the songs and record them for a future release on our kids record label 3 O'Clock Rock Records.
 - Create album artwork
 - Contribute to the 3 O'Clock Rock Fanzine by submitting student art, music reviews, interviews with bands, comic strips, cartoons, jokes,
 - PLAY SHOWS with other student bands!! ...
 - Organize a school concert and participate in community concerts at local record stores, restaurants, and all ages music venues
-

Statement of Qualifications

3 O’Clock Rock’s mission is to keep music accessible to young people by providing a sense of security and space for creativity. In an age of instant media access, this music program brings music back to its raw form – the communal live event. There is also a heavy emphasis on listening. We start a band with each student and teacher, play monthly live shows in the community, make records, and go on tour.

Each student participating is a success. The students that continue in our program progress to making their own albums of original and cover music and we promote them on our kids music label 3 O’Clock Rock Records.

Students from our program have also graduated from Berkeley, and El Cerrito High Schools, and some have gone on to study at the University of California, California State University, and University of Colorado Boulder.

3 O'CLOCK ROCK

12:40 PM (6 minutes ago)

to me

Yes, please remove whatever you need removed.

I sent an email to my insurance agent.

Will get back to you ASAP.

Thanks,

Billy

On Oct 16, 2017, at 12:01 PM, Martin Young <martin.young@ousd.org> wrote:

William-

Thank you for your efforts. Everything looks good.

Because we have a brand new version of the MOU that was just handed down, with your permission, can I manually strike Section V, C. Data because this language has been removed from the MOU? Due to privacy laws, a separate data sharing agreement is required for student data.

Also, the legal department now wants a copy of the insurance endorsement, in addition to the certificate of insurance. Can you ask your broker for the endorsement?

I'm sorry about any inconvenience caused by the update.

Best,

Martin C. Young

Partnerships Manager | Community School Partnerships
Oakland Unified School District

Every Student Thrives!

www.ousd.org

martin.young@ousd.org

(510) 879-2928 office

(510) 414-9305 mobile