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File ID Number	17-0016
Introduction Date	2/8/17
<b>Enactment Number</b>	17-0184
Enactment Date	2-8-1701



# Memo

To

Board of Education

From

Devin Dillon, Ph.D., Interim Superintendent

**Board Meeting** 

**Date** 

February 8, 2017

Subject

Memorandum of Agreement - Home of United String Ensembles - (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 Home of United String Ensembles, Oakland, CA, to be primarily provided via the Community Schools and Student Services Department for the period of October 3, 2016 through April 30, 2019.

Background

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

Home of United String Ensembles, aka H.O.U.S.E., will provide professional string players for an orchestra class to support an ensemble of students chosen by OUSD music teachers.

Discussion

One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Agreement between the District and Home of United String Ensembles, aka H.O.U.S.E., Oakland, CA, for the latter to provide professional string instrument players for an orchestra class to support an ensemble of students chosen by OUSD music teachers at OUSD school sites, via the Community Schools and Student Services Department, for the period of October 3, 2016 through April 30, 2019, at no cost to the District.

Recommendation

Approval of a Memorandum of Agreement between Oakland Unified School District and Home of United String Ensembles, aka H.O.U.S.E. Contractual services to be provided via the Community Schools and Student Services Department for the period of October 3, 2016 through April 30, 2019.

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.

2)	Pleas	se check the competitive bid exception relied upon:
		Educational Materials
		<b>Special Services</b> contracts for financial, economic, accounting, legal or administrative services
	Щ	CUPCCAA exception (Uniform Public Construction Cost Accounting Act)
	<u>~</u>	<b>Professional Service Agreements</b> of less than \$87,800 (increases a small amount on January 1 of each year)
	Ц	<b>Construction related Professional Services</b> such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
	Ш	<b>Energy</b> conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
	Щ	<b>Emergency</b> 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]
	Щ	Piggyback" Contracts with other governmental entities
	Щ	Perishable Food
	Ш	Sole Source
		<b>Change Order for Material and Supplies</b> if the cost agreed upon in writing does not exceed ten percent of the original contract price
		Other, please provide specific exception

Legal 1/12/16 2

# MEMORANDUM OF AGREEMENT BETWEEN A NON-PROFIT ORGANIZATION 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 <u>Home of United String Ensembles (H.O.U.S.E.)</u>.

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 services/program on school(s), site(s) ("Schools") selected in Section II of the MOU.

#### II. Program Sites

Unless otherwise agreed to in writing by the parties, the School(s) governed by this agreement are the following:

Home of United String Ensembles, aka H.O.U.S.E.	
	_
	-
	_

### III. CONTRACTOR Responsibilities/Scope of Services

A. Provide a description of the services that your program will be providing OUSD. Please be specific by answering all of the following questions

1.	A brief description of the type of services your program generally provides.
	Professional string players sent into orchestra class 9 weeks/semester to
	support an ensemble of students chosen by OUSD music teachers.
2.	The relevant experience of the CONTRACTOR personnel that will be providing the services:
	Professional musicians and teachers.
3.	Please check <u>all</u> of the expectations or goals below that are in agreement with your program's services.
	re a high quality instructional core
	lop student's social health/skills
	elop student's emotional health elop student's physical health
	lop student's cognitive and academic skills
	te equitable opportunities for learning
	re, maintain, or support high quality and effective instruction
	are students for success in college and careers
-	ensure, create, and/or sustain safe, healthy and supportive schools
	te accountability for quality create full service community schools in OUSD
_	ase, raise graduation rates
	r: to develop musicianship and string technique for a chosen group of talented
	underserved students.

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) Provide evidence of 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 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. <u>Workers' Compensation:</u> If CONTRACTOR employs any person to perform work in connection with this MOU, CONTRACTOR shall procure and

rev. 11/16

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.

- X 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 (CPP) 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.

rev. 11/16 4

#### 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 form 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.
  - 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).

rev. 11/16 5

#### VI. Duration

This MOU is for the 10/3/16 -- 4/30/19 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

Michael L. Smith, Deputy General Counsel

File ID Number: 17-01

Introduction Date: 2-8-Enactment Number: 17-

Enactment Date: 2

Bv:

Oakland Unified School District

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

By: Dated: 12/21/26/6 (MM/DD/YYYY)

MARTIN C. YOUNG PARTNERSHIPS MANGER
(Print Name & Title)

Community Schools (Sponsoring OUSD Department)

By: Dated: Non 30/2016 (MM/DD/YYYY)

Sava E. Usher (Print Name & Title)

Home of limited Fring Ensembles (CONTRACTOR—Org. Name)

Approved as to form and procedure

James Harris

President, Board of Education

Antwan Wilson

Secretary, Board of Education

rev. 11/16

By:

rev. 11/16 7



## CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 9/27/2016

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 the partitional property signature and conditions of the policy, certain policies may require an endorsement.

this certificate does not confer rights to the certificate holder in he	ed of such endorsement(s).				
PRODUCER	CONTACT Justin Brown				
G F BROWN INS SERVICE LLC	PHONE (A/C, No, Ext): (510)524-8812 FAX (A/C, No):(510)5	24-8882			
1474 University Ave PMB# 145	E-MAIL ADDRESS justin@gfbrownins.com				
Berkeley, CA 94702	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A: United State Liability Insuran				
INSURED HOME OF UNITED STRING ENSEMBLE	INSURER B:				
1520 Wellington St.	INSURER C:				
OAKLAND, CA 94602	INSURER D:				
(510)717-1111	INSURER E:				
	INSURER F:				

TYPE OF INSURANCE	INSD		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	S
COMMERCIAL GENERAL LIABILITY	Y	1112	- Journal Homoza		10/2/17	EACH OCCURRENCE	s 1,000,00
CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	s 100,00
			CL1722959			MED EXP (Any one person)	s 5,00
				10/2/16		PERSONAL & ADV INJURY	s 1,000,00
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,00
X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	s INCLUDE
OTHER:							\$
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
ANYAUTO						BODILY INJURY (Per person)	\$
OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
ASTOC SILE!							\$
UMBRELLA LIAB OCCUR				1		EACH OCCURRENCE	\$
EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
DED RETENTION \$							\$
WORKERS COMPENSATION						PER OTH-	
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE RTIFICATE HOLDER IS AD	ES (A	CORD	101, Additional Remarks Schedule, may	be attached if more space	is required)	OMC MUETO INME	DECT MAY
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			·		•		

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

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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# **Home of United String Ensembles**

1520 Wellington St., Oakland, CA 94602 info@stringsinschools.org (510) 717-1111 www.stringsinschools.org

November 30, 2016

To Whom It May Concern,

Be-A-Mentor has cleared the following independent contractors to work for the H.O.U.S.E. program in the OUSD Middle Schools:

Alyce Catherine Allen-Aird Andy Butler Esme Lyttle Paul Rhodes Sara Usher

Sincerely,

Sara Usher Co-Director Home of United String Ensembles

#### **Directors**

Linda Green Sara Usher

#### **Advisory Committee**

Rizpah Bellard
Paul Brancato
Donna Eyestone
Dawn Harms
Michael Morgan
Jane O'Brien
Out of Bounds String Quartet:

Mads Tolling
Hande Erdem
Emily Onderdonk
Joseph Hebert

Mae Pennington Phil Santos Alison Vonk Omid Zoufonoun



# Home of United String Ensembles (HOUSE)

**Bob Goetsch** <goetsch@beamentor.org>
To: Martin Young <martin.young@ousd.org>

Sat, Dec 17, 2016 at 11:31 AM

Hi Martin,

Although we do not have an agreement with HOUSE, Sara Usher was cleared through our Prepaid Portal for Fingerprinting, DOJ, FBI, and TB Screening - her DOJ ATI = m267uss001

Bob

[Quoted text hidden]

Robert Goetsch, President Be A Mentor, Inc. (510) 342-7171 (510) 795-6498 (fax) (510) 415-0696 (cell) goetsch@beamentor.org www.beamentor.org

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# **Home of United String Ensembles**

1520 Wellington St., Oakland, CA 94602 info@stringsinschools.org (510) 717-1111 www.stringsinschools.org

#### **HOUSE Statement of Qualifications**

HOUSE was formed to support string music in OUSD public middle school string programs. Its primary goal is to inspire deserving, talented, underserved young string players to stay involved with music through the development of musicianship and technical skills at a critical point in their education. Often these years, grades 6 - 8, are particularly challenging to navigate for students. The benefits of musical training include the development of collaborative skills, pride in achievement, sharpened mental capacities, and a sense of community. Its secondary goal is to develop the participating students into well-qualified and competent string musicians who can audition to join local youth orchestras, enlarging the arts participation of Oakland's low-income families.

OUSD music teachers choose ensembles of their most deserving string students to receive coaching and individual attention for a total of 18 weeks per school year. The choice of student participants is left up to the Oakland teachers, emphasizing their choices to include underserved students with a strong aptitude for music. This year's six partnership schools are Bret Harte, Claremont, Edna Brewer, Montera, Roosevelt, and Westlake. HOUSE hires master, professional string players to work with the chosen students for ensemble coaching and extra individual attention during class time.

The success of this program will be heard and seen with well-prepared and polished ensembles representing varied styles of string music at performance opportunities in the spring of each year. Preparation for these performances will not only come from weekly coaching but also from three Musicianship Workshops held during the year. These workshops with extra musical activities, team building, the opportunity to enjoy and learn from special guest artists and pizza (!) are where students gather for a memorable bonding experience. At the 2016 OUSD Orchestra Fest last March, there was a marked improvement in the level of string playing in the district, partly due to HOUSE.

Linda Green and Sara Usher, the co-directors of HOUSE, have both performed and taught string music extensively throughout the nation and the Bay Area. The Advisory Committee of HOUSE reflects the backgrounds of both Linda and Sara as all committee members have wide-ranging skills in teaching string music to youth of the Bay Area. All coaches carefully hired by HOUSE work as Independent Contractors and are highly skilled, professional teachers and musicians who work and perform in the Bay Area.

#### **Directors**

Linda Green Sara Usher

#### **Advisory Committee**

Paul Brancato
Dawn Harms
Michael Morgan
Jane O'Brien
Out of Bounds String Quartet:
Mads Tolling
Hande Erdem
Emily Onderdonk
Joseph Hebert
Phil Santos
Alison Vonk

Omid Zoufonoun



# **Home of United String Ensembles**

1520 Wellington St., Oakland, CA 94602 info@stringsinschools.org (510) 717-1111 www.stringsinschools.org

#### SCOPE OF WORK

HOUSE was formed to support string music in six Oakland Unified Public Middle Schools for 18 weeks each year.

We work with the individual music teachers in the following six OUSD Middle Schools:

**Directors** Linda Green

Sara Usher

## **Advisory Committee**

Paul Brancato
Dawn Harms
Michael Morgan
Jane O'Brien
Out of Bounds String Quartet:
Mads Tolling

Hande Erdem Emily Onderdonk Joseph Hebert

Phil Santos Alison Vonk Omid Zoufonoun Bret Harte Claremont Edna Brewer Montera Roosevelt Westlake

The teacher chooses an small group of 4-6 string players to commit to the HOUSE program that involves 9 weeks each semester, a total of 18 weeks of instruction during the entire school year.

HOUSE hires professional musicians and teachers to work with the ensemble in the classroom. Each student receives two sessions a week, one for coaching as an ensemble and a second visit for individual technique instruction and support. These sessions prepare the students for their Musicianship Workshops, as well as an end of the year performance.

During the three Musicianship Workshops held each year, all ensembles gather for a bonding experience with extra musical activities, team building and pizza at Edna Brewer's Panther Playhouse. Zack Pitt-Smith shares World Music through Orff concepts. Theresa Wong, an International performing artist, shares her cello magic to inspire the young musicians. A performance by a professional string ensemble introduces alternative styles to the students, including jazz, hip and funk.

The HOUSE program culminates with a Final Performance in the spring where all the ensembles share their music with family and friends. It is a wonderfully inspiring experience for all concerned. The level has grown over the four years that HOUSE has been involved with OUSD Middle School string programs.

Throughout the length of the program, key learning objectives that the students will accomplish are:

- · Learning how to work as a team;
- Taking responsibility for individual parts;
- Listening, understanding, and discerning between different rhythms and pitches;
- And being able to present musical pieces on stage with professional decorum and stage presence.

## SAM Search Results List of records matching your search for:

Search Term : home\* of united\* string\* ensemble\* Record Status: Active

No Search Results

January 02, 2047 2:04 DM