Board Office Use: Legislative File Info.			
File ID Number	17 1877		
Introduction Date	9/27/17		
Enactment Number	17-1379		
Enactment Date	9/27/1720		
Lilactificiti Date	9/27/1/2		



### Memo

To Board of Education

Kyla Johnson-Trammel, Superintendent From

**Board Meeting Date** 

Memorandum of Agreement - Laura Sherman dba Music-Go-Round - (contractor) -Subject

Community Partnerships Unit - 922/Community Schools and Student Services

Department (site/department)

Approval of a Memorandum of Agreement between the Oakland Unified School **Action Requested** 

> District and Laura Sherman dba Music-Go-Round, Oakland, CA, to be primarily provided at Kaiser Elementary School for the period of September 5, 2017

through June 30, 2020.

Background

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

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

Discussion

One paragraph summary of the scope of work.

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

Recommendation

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

through June 30, 2020.

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

**Attachments** Memorandum of Agreement

Certificate of Insurance

Scope of Work

Statement of Qualifications



# CONTRACT JUSTIFICATION FORM This Form Shall Be Submitted to the Board Office With Every Consent Agenda Contract.

Legislative File ID No. 17-1877
Department: 922/Community Schools and Student Services Department
Vendor Name: Music-Go-Round, Laura Sherman
Contract Term: Start Date: 09/05/17 End Date: 06/30/20
Annual Cost: \$ 0
Approved by: Andrea Bustamante
Is Vendor a local Oakland business? Yes V No
Why was this Vendor selected?
School-site selected partner for In-Kind agreement.
Summarize the services this Vendor will be providing.
Private piano lessons, children learn to read music, play by ear, and improvise and compose their own songs. They also play rhythm instruments and musical games to complement their learning of music.
Was this contract competitively bid? Yes No
Was this contract competitively bid? Yes No No If No, answer the following:
If No, answer the following:
If No, answer the following:  1) How did you determine the price is competitive?
If No, answer the following:  1) How did you determine the price is competitive?
If No, answer the following:  1) How did you determine the price is competitive?

Legal 1/12/16

2) P	Please check the competitive bid exception relied upon:			
ļ	ᆜ	Educational Materials		
1		<b>Special Services</b> contracts for financial, economic, accounting, legal or administrative services		
ļ	닠	CUPCCAA exception (Uniform Public Construction Cost Accounting Act)		
Ţ		<b>Professional Service Agreements</b> of less than \$87,800 (increases a small amount on January 1 of each year)		
		<b>Construction related Professional Services</b> such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)		
L		<b>Energy</b> conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)		
Ļ	_	Emergency contracts [requires Board resolution declaring an emergency]		
L		Technology contracts		
1		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]		
Ļ	4	Piggyback" Contracts with other governmental entities		
F		Perishable Food		
Ļ	4	Sole Source		
L		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.	Par	ties
betw	een Oa	e of this Memorandum of Understanding ("MOU") is to establish a relationship akland Unified School District ("OUSD") and [CONTRACTOR—name of your organization].
WHI at no	EREAS cost to	S, the CONTRACTOR's services or program described in this MOU will be provided OUSD, the students, or the parents; and
BOT progr	H PAR am(s)	RTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said selected in Section II of the MOU.
II.	Pro	gram Name(s)
Unleathe fo	ss othe	rwise agreed to in writing by the parties, the Program(s) governed by this MOU are ag:
	Prival	te Piano lessons with Laura Sherman
III. CONTRACTOR Responsibilities/Scope of Services		TRACTOR Responsibilities/Scope of Services
	A.	Provide a description of the services that your program(s) will be providing to OUSD. Please be specific by answering all of the following questions.
		1. A brief description of the type of services your program(s) generally provides.
		Private piano lessons, children learn to read music, play by ear, and improvise and compose their own
		They also play rhythm instruments and musical games to complement their learning of music

	2.	The relevant experience of the CONTRACTOR personnel that will be providing the services:
		Laura Sherman has been teaching piano since 1980. She has a B.A. in Music from UC Santa Cruz.
	3.	Please check <u>all</u> of the expectations or goals below that are in agreement with your program's services.
	Deve	re a high quality instructional core lop student's social health/skills lop student's emotional health
	Deve	lop student's physical health lop student's cognitive and academic skills
	Creat	e equitable opportunities for learning
K		re, maintain, or support high quality and effective instruction are students for success in college and careers
Ø	Help	ensure, create, and/or sustain safe, healthy and supportive schools
		e accountability for quality
		create full service community schools in OUSD ase, raise graduation rates
	Other	
В.	wit	sure that all CONTRACTOR personnel, including subcontractors, will comply any policy and systems in place at OUSD and School(s). This includes, but is limited to the following:

- - Drug and Smoke Free-No drugs, alcohol, and/or smoking are allowed 1. 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. <u>Insurance</u>:

#### 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	09/05/17	 6/30/20	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.

and year set forth below. By: . MC \_\_\_\_\_\_ Dated: 8-16-17 (MM/DD/YYYY)

MARTIN YOUNG, PARTNER SHIPS MAMAGER (Print Name & Title) (Sponsoring OUSD Department) Sherm Dated: 8/1/17 (MM/DD/YYYY) Laura Sherman Piano Instructor (Print Name & Title) Laura Sherman Music-Go-Round (CONTRACTOR—Org. Name) Approved as to form and procedure Dated: 09/05/2017 (MM/DD/YYYY) Attorney, Office of the General Counsel Oakland Unified School District James Harris President, Board of Education

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month

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

Ky R. Johnson-Trammell Secretary, Board of Education



#### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 8/2/2017

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(les) must 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 CONTACT Sports PHONE (A/C, No. Ext): E-MAIL ADDRESS: **Venbrook Insurance Services** 6320 Canoga Avenue, 12th Floor INSURER(S) AFFORDING COVERAGE NAIC # Woodland Hills CA 91367 INSURER A :Philadelphia Indemnity Insurance INSURED INSURER B: Laura Sherman INSURER C: 1926 E. 26th Street INSURER D: INSURER E : **Oakland** CA 94606 INSURER F: **COVERAGES** CERTIFICATE NUMBER:CL1771753325 **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. ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER LIMITS X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED 1,000,000 \$ CLAIMS-MADE X OCCUR 100,000 PREMISES (Ea occurrence) \$ X Professional VB1M3M168692 8/11/2017 8/11/2018 2,500 MED EXP (Any one person) X Liability 1,000,000 PERSONAL & ADV INJURY \$ GEN'L AGGREGATE LIMIT APPLIES PER: 3,000,000 GENERAL AGGREGATE \$ POLICY PRO-3,000,000 PRODUCTS - COMP/OP AGG S OTHER: **Employee Benefits** \$ **AUTOMOBILE LIABILITY** COMBINED SINGLE LIMIT (Ea accident) ANY AUTO BODILY INJURY (Per person) \$ ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) HIRED AUTOS \$ S UMBRELLA LIAB OCCUR **FACH OCCURRENCE** \$ **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ DED RETENTION \$ \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT N/A \$ OFFICER/MEMBER EAGLEDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more apace is required) \*10 Day Notice of Cancellation for Non-Payment of Premium. Certificate Holder is named as Additional Insured as respects General Liability as per policy forms and conditions. CERTIFICATE HOLDER **CANCELLATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE Oakland Unified School District THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Attention: Risk Magagement 1000 Broadway Suite 440 Oakland, CA 94607 AUTHORIZED REPRESENTATIVE

Brenda Sherman/SHLORA

# Program Information

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

# Program Details

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

## Schools

Kaiser	Elementary
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Show Details

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

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

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

No Search Results