Board Office Use: Le	gislative File Info.
File ID Number	18-1638
Introduction Date	8/22/18
Enactment Number	18-1411
Enactment Date	8/22/18 os



Memo

To

Board of Education

From

Kyla Johnson-Trammell, Superintendent

Board Meeting Date

(To be completed by Procurement)

August 22, 2018

Subject

Memorandum of Understanding - Studio Naga (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 Studio Naga. Services to be primarily provided to Community Schools and Student Services Department for the period of August 25, 2017 through August 24, 2020.

Background

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

Studio Naga offers martial arts and self-defense class for students helping them build confidence, coordination, and discipline in a safe, fun, and caring environment.

Discussion

One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding between the District and Studio Naga, Oakland, CA, for the latter to teach martial arts and self-defense; the classes include awareness games, fitness exercise, and simple self-defense skills for Chabot Elementary School, Thornhill Elementary School and Hillcrest Elementary School for the period of August 25, 2017 through August 24, 2020, at no cost to the District.

Recommendation

Approval by the Board of Education of a Memorandum of Understanding between the District and Studio Naga. Services to be primarily provided to the Community Schools and Student Services Department for the period of August 25, 2017 through August 24, 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. 18-1638
Department: 922/Community Schools and Student Services Department
Vendor Name: Studio Naga
Contract Term: Start Date: 08/25/17 End Date: 08/24/20
Annual Cost: \$ 0
Approved by: Andrea Bustamante
Is Vendor a local Oakland business? Yes 🗸 No
Why was this Vendor selected?
School-sites selected partner for In-Kind agreement.
Summarize the services this Vendor will be providing.
Martial arts and self-defense for students K and up.
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.

Legal 1/12/16

2)	Plea	se check the competitive bid exception relied upon:
	Щ	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)
	Ш	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)
	Щ	Emergency contracts [requires Board resolution declaring an emergency]
	Ш	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
		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

Legal 1/12/16 2

MEMORANDUM OF UNDERSTANDING BETWEEN A PARTNER ORGANIZATION OR INDIVIDUAL AND OAKLAND UNIFIED SCHOOL DISTRICT

I. Parties

The pubetwee	en Oakl	of this Memorandum of Understanding ("MOU") is to establish a relationship and Unified School District ("OUSD") and [CONTRACTOR—name of your organization].
WHER at no c	CEAS, to C	the CONTRACTOR's services or program described in this MOU will be provided DUSD, the students, or the parents; and
BOTH prograi	PART m(s) se	IES HEREBY enter into this MOU to enable CONTRACTOR to provide said lected in Section II of the MOU.
II.	Progr	am Name(s)
Unless the foll	otherw lowing:	vise agreed to in writing by the parties, the Program(s) governed by this MOU are
	Louise F	tafkin, Inc. DBA Studio Naga
	-	
III.	CONT	RACTOR Responsibilities/Scope of Services
	Α.	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.
		Martial Arts and Self-defense for childeen K and up.

1

rev. 05/17

	2.	The relevant experience of the CONTRACTOR personnel that will be providing the services:					
		All instructors have over 10 years experience in Bay Area schools.					
	3.	Please check <u>all</u> of the expectations or goals below that are in agreement with					
		your program's services.					
KKKKKKCIKKK		re a high quality instructional core					
	Develop student's social health/skills						
	Develop student's emotional health						
		lop student's physical health					
		lop student's cognitive and academic skills					
		e 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					
		e accountability for quality					
		create full service community schools in OUSD					
		ase, raise graduation rates					
Ш	Other	Promote teamwork, self-control and self-confidence.					

- B. Ensure that all CONTRACTOR personnel, including subcontractors, will comply with any policy and systems in place at OUSD and School(s). This includes, but is not limited to the following:
 - 1. **Drug and Smoke Free**—No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs at these School(s).

- 2. Anti-Discrimination—It is the policy of OUSD that in connection with CONTRACTOR's services under this MOU there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, age, or other legally protected class. Therefore, the CONTRACTOR agrees to comply with all applicable Federal and California laws.
- 3. Conflict of Interest—CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alert OUSD in writing if and when a potential conflict arises.
- 4. Family Education Rights and Privacy Act—CONTRACTOR shall observe all District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records.
- C. Tuberculosis Screening: CONTRACTOR is required to screen employees and agents who will be present at OUSD sites during the current school year. CONTRACTOR affirms that each person has current proof of negative TB testing on file and TB results are monitored. Please see Section IV for the relevant documentation that is required.
- D. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the MOU, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this MOU. Please see Section IV for the relevant documentation that is required.

rev. 05/17 3

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.

rev. 05/17 5

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	8/25/2017	8/24/2020	_ 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 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: 8-16-17 (MM/DD/YYYY)

MARTIN TO UNG PARTNERSHIPS MAMBER (Print Name & Title) COMMUNITY SCHOOLS STUDENT SERVICES (Sponsoring OUSD Department) Dated: July 30, 17 (MM/DD/YYYY) (Print Name & Title) Louise Rafkin, President (CONTRACTOR—Org. Name) Studio NAGA Approved as to form and procedure Attorney, Office of the General Counsel Oakland Unified School District Aimee Eng

> Kyla R. Johnson-Trammell Secretary, Board of Education

President, Board of Education

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



Fun Self-Defense & Martial Arts:

Studio Naga's after-school martial arts classes build confidence, coordination and discipline in a safe, fun, and caring environment. This class may be taken for multiple sessions and stresses peer support and leadership development. Classes include awareness games, fitness exercises, and simple self-defense skills. Series usually span between 10-16 class sessions.

We have been in operation since 2002 and have taught at Montclair, Thornhill, Crocker Highlands, Hillcrest, Joaquin Miller, Emerson, Cragmont, Glenview, the Berkeley YMCA, US Berkeley, and at our our North Oakland Studio.

You may read about us on our website below.

Our Mission: Studio Naga provides classes where kids and adults can find out who they are and grow into who they want to be, where they can surpass self-imposed or other imposed limitations with the support of diverse and ethical instructors and a supportive community.

Studio Naga: A Tulen Center for Martial Arts and Wellness 5850 San Pablo Ave. Oakland, CA 94608 www.studionaga.com



Studio NAGA Qualifications:

We have been in operation since 2002 and have run classes at Montclair, Thornhill, Crocker Highlands, Hillcrest, Joaquin Miller, Emerson, Cragmont, Glenview, the Berkeley YMCA, UC Berkeley, and at our our North Oakland Studio since that time.

You may read about us on our website below.

Our Mission: Studio Naga provides classes where kids and adults can find out who they are and grow into who they want to be, where they can surpass self-imposed or other imposed limitations with the support of diverse and ethical instructors and a supportive community.

Our instructors have a min. of 7 years teaching experience. Louise Rafkin, the head of Studio Naga, has been studying and teaching martial arts for over 30 years. She is works as a journalist for the San Francisco Chronicle and the New York Times.

Studio Naga: A Tulen Center for Martial Arts and Wellness 5850 San Pablo Ave. Oakland, CA 94608 www.studionaga.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/27/2018

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 Francis L. Dean & Associates of Colorado, LLC 9362 Teddy Lane Suite 203		CONTACT NAME: PHONE (A/C, No, Ext):	(800) 986-5350	FAX (A/C, No):	
Lone Tree,		E-MAIL ADDRESS:	don@karateinsurance.com		
www.karate	insurance.com		INSURER(S) AFFORDING COVERA	NAIC#	
		INSURER A:	U.S. Fire Insurance Company		21113
INSURED	SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:	INSURER B:			
113 PARTICIPATING MEMBERS:		INSURER C:			
STUDIO NAGA MARTIAL ARTS (LOUISE RAFKIN, INC.) 5850 SAN PABLO AVE. OAKLAND, CA 94608		INSURER D :			
		INSURER E :			
		INSURER F:			

COVERAGES CERTIFICATE NUMBER: USP250563 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	R		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
Α	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X INCLUDES ATHLETIC PARTICIPANTS GENL AGGREGATE LIMIT APPLIES PER: X POLICY PRO- JECT LOC	x		SRPGP-101-0717	9/4/2017 12:01 AM	9/4/2018 12:01 AM	GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire)	\$ 2,000,000 \$ 2,000,000 \$ 1,000,000 \$ 1,000,000 \$ 300,000 \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTO UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) EACH OCCURRENCE AGGREGATE	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					WC STATU- TORY LIMITS OTH E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT AD&D	\$ \$ \$ \$
	Accident/Medical Coverage			US531567	9/4/2017 12:01 AM	9/4/2018 12:01 AM	MAXIMUM MEDICAL DEDUCTIBLE TERMS OF PAYMENT	\$ 500,000 \$ 100,000 \$ 250 EXCESS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Covered activities: Martial Arts. Locations: 5850 San Pablo Ave., Oakland CA 94608. Certificate Holder is named as additional insured with respect to the operations of the Named Insured.

CERTIFICATE HOLDER	CANCELLATION
OAKLAND UNIFIED SCHOOL DISTRICT, ATTENTION: RISK MANAGEMENT 1000 BROADWAY SUITE 440 OAKLAND, CA 94608	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
CARLAND, CA 94000	AUTHORIZED REPRESENTATIVE
	Francis L. Dean & Associates of Colorado,
	LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

Policy Number: SRPGP-101-0717/USP250563

Policy Holder: STUDIO NAGA MARTIAL ARTS (LOUISE RAFKIN, INC.)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

OAKLAND UNIFIED SCHOOL DISTRICT, ATTENTION: RISK MANAGEMENT 1000 BROADWAY SUITE 440 OAKLAND, CA 94608

Certificate #USP250563

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - WHO IS AN INSURED is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions of the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



I am responsible for all my instructors and contractors in OUSD, and elsewhere, to have current TB clearance and fingerprint/background clearance through CA DOJ and the FBI. Thank you,

Louise Rafkin Head Instructor/Owner, Studio Naga, Inc.

Studio Naga: A Tulen Center for Martial Arts and Wellness 5850 San Pablo Ave. Oakland, CA 94608 www.studionaga.com

SAM Search Results List of records matching your search for:

Search Term: studio* naga* Record Status: Active

No Search Results			

hilo 11 2010 0-21 DM

https://www.com.gov/