

Board Office Use: <b>Legislative File Info.</b>	
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# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent

**Board Meeting Date** August 22, 2018

**Subject** Memorandum of Understanding - Oakland Public Conservatory of Music/MIX (Music is Extraordinary) (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 Oakland Public Conservatory of Music/MIX (Music is Extraordinary). Services to be primarily provided to the Community Schools and Student Services Department for the period of July 1, 2017 through June 30, 2020.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.* OPCMusic opens the world of music to all through access to quality instruction in a nurturing environment. They provide economical study in a variety of musical arts.

**Discussion**  
*One paragraph summary of the scope of work.* Approval by the Board of Education of a Memorandum of Understanding between the District and Oakland Public Conservatory of Music/MIX (Music is Extraordinary), Oakland, CA, for the latter teach a variety of instruments including cajon, piano, trumpet, guitar and marimba; classes also include fundamentals in music such as the basics of music and site reading for Edna M Brewer Middle School, Westlake Middle School, Coliseum College Prep Academy, Roots International Academy and Oakland SOL, for the period of July 1, 2017 through June 30, 2020, at no cost to the District.

**Recommendation** Approval by the Board of Education of a Memorandum of Understanding between the District and Oakland Public Conservatory of Music/MIX (Music is Extraordinary). Services to be primarily provided to the Community Schools and Student Services Department for the period of July 1, 2017 through June 30, 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.** 18-1656

**Department:** 922/Community Schools and Student Services

**Vendor Name:** Oakland Public Conservatory of Music/MIX (Music is Extraordinary)

**Contract Term:** Start Date: 07/01/2017 End Date: 06/30/2020

**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.**

OPCMusic teaches a variety of instruments including cajon, piano, trumpet, guitar and marimba; classes also include fundamentals in music such as the basics of music and site reading.

**Was this contract competitively bid?** Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

No cost to OUSD for services.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

**MEMORANDUM OF UNDERSTANDING, NO COST TO 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 Music Is eXtraordinary dba Oakland Public Conservatory of Music [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. Site Name(s)**

Unless otherwise further agreed to in writing by the parties, the School Sites governed by this MOU are the following (attach separate document if more space is needed):

- Westlake Middle School, 2629 Harrison St, Oakland, CA 94612
- Edna Brewer Middle School, 3748 13th Ave, Oakland, CA 94610
- Coliseum College Prep Academy, 1390 66th Ave, Oakland, CA 94621
- Oakland SOL, 1180 70th Avenue, Oakland, CA 94621
- Roots International Academy, 1390 66th Ave, Oakland, CA 94621

**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 detailed description of the type of services your program(s) will provide to OUSD (reference Exhibit A: Scope of Work)
2. A description of your organization and relevant experience (reference Exhibit B: Statement of Qualifications)
3. Please disclose all costs to parents or students (if applicable). If no such costs, leave blank or write “N/A.”

- 1. See attached \_\_\_\_\_
- 2. See attached \_\_\_\_\_
- 3. N/A \_\_\_\_\_

4. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- Ensure a high quality instructional core
- Develop social, emotional and physical health
- Create equitable opportunities for learning
- High quality and effective instruction
- Prepare students for success in college and careers
- Safe, healthy and supportive schools
- Accountable for quality
- Full service community schools district

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. A separate Data Sharing Agreement is required if CONTRACTOR seeks identifiable student information.

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. 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**—CONTRACTOR agrees to 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, CONTRACTOR shall 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 Provider Database**—In order to maintain accurate up-to-date information on the services provided, Contractor shall register in OUSD's provider database, update schools of operation prior to commencing services during subsequent school years, and update during the current school year when Contractor's schools of operation change.

#### 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.

#### VI. Duration

This MOU is for the July 1, 2017 -- June 30, 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.

**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  
Email: marion.mcwilliams@ousd.org

**CONTRACTOR**

Contact: Angela M. Wellman  
Title: Executive Director  
Address: (new) 3445 San Pablo Av  
Oakland, CA 94608  
Phone: (510) 836-4649  
E-mail: amwellman2@gmail.com

OUSD Sponsoring School/Department: Community Partnerships

**XI. Liability**

Other than as provided in this Agreement, OUSD’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.

**XII. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation



Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

**XIII. 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.

**XIV. 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.

**XV. 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.

**XVI. 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.

**XVII. 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.

**XVIII. 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 copy rights and patents. Contractor shall not publish any aspect of the work performed hereunder without prior written consent of the District.

**XIX. Relationship of Parties**

This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

**XX. Signature Authority**

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

**XXI. Incorporation of Recitals and Exhibits**

The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.

**XXII. Public Document**

This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

*Aimee Long*  
 President, Board of Education  
 Superintendent  
 Chief or Deputy Chief

8/23/18

Date (mm/dd/year)

**CONTRACTOR**

*[Signature]*  
Contractor Signature

04/26/2018

Date (mm/dd/year)

*[Signature]*  
Secretary, Board of Education

8/23/18

Date (mm/dd/year)

Angela M. Wellman, Executive Director/ Founder  
Print Name, Title

Form approved by OUSD General Counsel for 2017-18  
FY

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the General Counsel  
APPROVED FOR FORM & SUBSTANCE

By: *[Signature]* 7/31/18  
Andrea Epps, Attorney at Law

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

## EXHIBIT “A” SCOPE OF WORK

**Description of Services to be Provided and Specific Expected Outcomes:** Highlight each program that you provide to OUSD. Attach a separate document if more space is needed.

### Project descriptions

OPC Preparatory Studies in Music serves ages 7-20. Includes: group & private lessons, workshops, master classes, performance opportunities, access to instruments, opportunities to make friends among a diverse group of students, opportunities to perform in a variety of venues throughout the Bay Area. Curriculum has four levels of study from beginner to pre-professional, a Summer Music Academy, Teen Mentorship, pre-professional teaching and performance training. A culturally-responsive-curriculum grounded in indigenous teaching styles combined with the National Standards for Music Education.

### Outcomes

Through participation in the Preparatory Studies in Music and Summer Academy of Music in programming, African American youth (and all youth) will create meaningful relationships with peers and adults and learn new skills in a highly engaging and stimulating environment. Through ethnomusicology, in African American and African Diasporic music and learning music fundamentals (notation, reading music, composing) youth participating in programs will experience self-mastery and increase their self-esteem. In addition, the environment created within the Oakland Public Conservatory fosters peer and adult mentorship to support youth in making sound decisions in high risk environments. By providing services free to low-income youth, Music Prep removes the barrier many parents face for engaging their children in community music programs. Lastly, according to the National Association for Music Education, youth who receive music education have higher levels of academic achievement in math and reading, greater attention span in classroom environments, and are more likely to be engaged in the community as volunteers.

### Scope of Work

Preparatory Studies in Music program has four levels: Explorations in Music 1A/1B and Pre- Professional training. Explorations in Music - Serves up to 60 youth ages 7 - 15 years old with very little or no experience playing music. Explorations students are introduced to music fundamentals, instruments and group performance. Explorations allows youth to switch music instruments every 6 weeks or to continue with the same instrument. Students in Explorations attend classes 2 days per week for 2 hours per day after school (Total of 96 hours annually). Fall and Spring sessions, each culminate with a free community recital.

The Pre-Professional program, Fredrick Douglas Youth Ensemble (FDYE), serves up to 20 intermediate and advanced music students, ages 12- 20 years old. Youth in this program are selected through audition, and are pursuing music as a part their middle/high school, college and professional careers. Auditions are held in August and January every year, and a total of 40 sessions are offered per year. FDYE meets once weekly for 2.5 hours (100 hours annually). In this time youth receive group and private instruction from teaching artists, audition preparation for post-high school matriculation to college/university music programs.

The Teen Music Mentor program provides an opportunity for 8 youth, 16- 20 years, the opportunity to explore music teaching as a career by assisting with the Summer Music Academy and Explorations programs during the school year. Youth also receive one-on-one mentorship from the Program Manager, Executive Director and Teaching Artists. Teen Music Mentors are required to act as Teaching Assistants for a minimum of one semester of Music Explorations or 30 hours during Summer Music Academy.

## EXHIBIT “B” STATEMENT OF QUALIFICATIONS

**Description of Organization and Relevant Experience:** For individual consultants, a résumé will suffice. Attach a separate document if more space is needed.

The Oakland Public Conservatory of Music is a project of Music Is eXtraordinary, Inc. (MIX) a California 501c3. MIX provides quality, conservatory quality music education for all ages in urban areas. Music Is eXtraordinary(MIX) was founded in 2001 by Musician/Educator, Angela M. Wellman, MM, to support the needs of schools that wanted more music education for their students. Ms. Wellman partners with schools to develop music programs that support the development of quality music programs reflecting each school's cultural richness. In the summer of 2003 MIX offered its first summer music camp where 40 Oakland youth participated in an array of multicultural arts activities. In the summer of 2004 MIX became a 501c3 non-profit organization and opened its first music center, the Oakland Public Conservatory of Music (OPC) in the fall of 2005. OPC is part of a broader music education and community development agenda which seeks to build a national network of Public Conservatories of Music with a unified teaching philosophy; serving as a model for engendering equity, belonging, and empathy through the music.

**Angela Wellman, Founding Director (Music Theory and Pedagogy Supervisor)**

Trombonist Angela Wellman, hailing proudly from Kansas City, Missouri, has performed with the McCoy Tyner Big Band, Joe Williams, Al Grey, Slide Hampton and other noted musicians. From 1991-94, Angela was a California Arts Council Artist in Residence, during which time she designed and implemented a Jazz Studies Curriculum for Cole Visual and Performing Arts Magnet School in Oakland, CA. In 1997, she was awarded a Master's degree in Music Education from the Eastman School of Music in Rochester, NY. She subsequently returned to the Bay Area, and served as the Education Director for the Oakland Youth Chorus where she developed award-winning community music education programs.

Ms. Wellman is a recipient of national, state, and city Arts awards and fellowships for performance study and music education. Among these awards is the prestigious National Endowment for the Arts Jazz Study Fellowship to study with trombonist Steve Turre. Raised in Kansas City, Missouri, Ms. Wellman was nurtured in a musical family, and is a third generation jazz musician and music educator. She grew up listening to the stride piano style of her grandfather, her father's swinging ballad & blues piano, and the soul-stirring songstylings of her mother, Jylene Baker. Angela inherits her passion and understanding for the preservation of musical traditions through education from her uncle and mentor, Eddie B. Baker, Sr., founder of the Charlie Parker Memorial Foundation & Academy for Performing Arts and the International Jazz Hall of Fame. Angela's initiation into the world of Jazz as a player began while hanging out at sessions at the famed chitlin' circuit Local 626, the once-Black musicians' union in Kansas City, and now sanctuary for the spirits of jazz pioneers such as Ernie Williams (The Last of the Blue Devils), Count Basie, Charlie Parker, and countless others who got their start in that very place.

**Ava Square-LeVias, Piano and Music Fundamentals Instructor**

Ava Square-LeVias' music education began at the age of five studying guitar and piano. Although the lessons stopped after two years, Ava continued to practice the fundamentals of music and in 4th grade learned to play flute. In junior high, music teacher Mrs. Clark insisted Ava sing solos in the select ensemble and encouraged her to audition for UC Berkeley's Young Musicians Program for gifted students. Ava received a full scholarship and studied voice, piano, and flute with Phillip Reeder, Lenora Black, Elizabeth Davidson, and John West. Later studies include piano with Ed Kelly, voice with Gwendolyn Williams and Jackie Hairston, and drumming with Edwina Lee Tyler, Carolyn Brandy and Kamau Seitou. Performance history includes: Ojala-women's drum ensemble, D'Cuckoo (featured at Cleveland, Ohio's Bi-centennial Celebration), David Rousseve's "Reality" National Tour at Zellerbach Hall, Bioneers Conference, featured performer- Gay & Lesbian Leadership Conference, Adult Education Research Conference in British Columbia, Canada, and TEDWomen 2016. Founder/Director of Spirit Theatre of Dance company, Ava received two California Arts Council grants. Ava has taught for the City of Oakland's Parks & Recreation's Dance and Music Department, San Lorenzo Musical Arts Center, and several public school districts.

As Co-founder/Artistic Director of Spirit Theatre Dance Studio (STDS), Ava was instrumental in providing disciplines such as African Dance & Drumming, Self-defense for Women, Tai Chi, and a children's summer program. With the community's support, STDS was voted Eastbay Express newspaper's 'Best in the Bay' two years running and featured in two seasonal tv commercials for sponsor, Bay Area Black United Fund and KTVU. A grassroots filmmaker, Ava's short documentary SACRED SPACE was added to Cabrillo College's library. Ava holds an MA in Organizational Development and Transformation from the California Institute of Integral Studies and a BA in Theatre Arts, minor in dance, from San Francisco State University.

**Jeff Worrall, Trumpet, Guitar, and Music Fundamentals Instructor**

Jeff Worrall is a music educator with a wide range of skills and experiences. He began playing the viola in third grade and later received his first trumpet from his grandfather in Oakland. Growing up playing both trumpet and guitar and taking private trumpet lessons from the renowned teacher John Kincaid in Colorado led Jeff to pursue music after graduating high school. He received a Bachelor of Music Education from Western State Colorado University and a master of music in trumpet performance at the University of Wyoming. While a student, Jeff received awards at the Sacramento Traditional Jazz Youth Festival and the UNC/Greeley Jazz Festival while simultaneously performing in the top classical ensembles. He was fortunate to be able to share the stage with artists such as Dr. Lonnie Smith, Boston Brass, Gerard Schwarz, and The Yellowjackets. Jeff has taught at the University of Wyoming music camp, the Boston Brass Summer Intensive, and directed a number of student ensembles as a graduate assistant. He presented a clinic at the Colorado Music Educators Association Clinic/Conference on the topic of incorporating improvisation into brass fundamentals. As a professional trumpet player Jeff has performed with the Cheyenne Symphony Orchestra, the Colorado Brass Band, and the Snowy Range Brass Quintet. Currently he can be heard in the Bay Area performing with the Latin pop/electronic group Congratulatinos, Lagos Roots Afrobeat Ensemble, salsa band Sinigual, Bicicletas Por La Paz and leading his own jazz quartet.

**Pablo Soto Campoamor, Afro-Cuban Percussion and Music Fundamentals Instructor**

Pablo Soto Campoamor is a local percussionist, and visual artist based in Oakland. As a first-generation Cuban-American, he has studied, performed, and taught Cuban percussion to youth and adults for over twenty years. Soto Campoamor is well known for his ability to lead individuals in creative, music and arts-based workshops. He specializes in facilitating percussion circles, rhythm therapy, and soundscape workshops for participants of varying skill levels.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2018

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(ies) 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).

<b>PRODUCER</b> <b>Fidelity Insurance Service</b> a member of United Valley 801 Allston Way Berkeley CA 94710	<b>CONTACT NAME:</b> Aliyyah Harvey <b>PHONE (A/C, No, Ext):</b> (510) 548-8200 <b>FAX (A/C, No):</b> (510) 548-6145 <b>E-MAIL ADDRESS:</b> aharvey@fidelityinsuranceservice.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : NIAC</td> <td>99998</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : NIAC	99998	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b> <b>Music is Extraordinary</b> 2323 Broadway Oakland CA 94612														

**COVERAGES**      **CERTIFICATE NUMBER: CL167607877**      **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 CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: see notes	X	201748499NPO	7/6/2017	7/6/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Improper Sexual Conduct \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 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 space is required)  
**Oakland Unified School District, its Councilmembers, directors, officers, agents, employees and volunteers are named additional insured under the General Liability and Improper Sexual Conduct coverages. Improper Sexual Conduct includes coverage for "bodily injury" arising from "improper sexual conduct" or "physical abuse."**

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District Attention: Risk Management 1000 Broadway Suite 440 Oakland, CA 94607	<b>CANCELLATION</b>  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  Erik Holland/ERH

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/13/2018

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(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  <b>JUDY CHAMBERS</b> 1305 FRANKLIN STREET SUITE 509 OAKLAND CA 94612	<b>CONTACT NAME:</b> LORRI MORGAN <b>PHONE (A/C, No, Ext):</b> 510-832-2195 <b>E-MAIL ADDRESS:</b> LORRI.MORGAN.IZX4@STATEFARM.COM	<b>FAX (A/C, No):</b> 510-832-2184	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> State Farm Fire and Casualty Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>		<b>NAIC #</b> 25143
<b>INSURED</b> <b>MUSIC IS EXTRAORDINARY INC</b> 2323 BROADWAY OAKLAND CA 94612			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

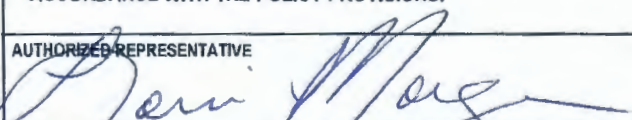
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
Y	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	97-CB-Z457-4	04/13/2018	04/13/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

East Bay Asian Local Development Corporation

**CERTIFICATE HOLDER****CANCELLATION**

California Hotel/ EBALDC 1825 San Pablo Ave #200 Oakland, CA 94612	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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A Head for Insurance. A Heart for Nonprofits.

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

POLICY CHANGE
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPANY: Nonprofits Insurance Alliance of California (48499)
POLICY NUMBER: 2017-48499
NAMED INSURED: Music is Extraordinary, Inc.
POLICY CHANGE EFFECTIVE: 07/06/2017
COVERAGE PART AFFECTED: COMMERCIAL GENERAL LIABILITY
POLICY CHANGE#: 3 Page 1

The following additional insured(s) is/are hereby added to the policy:

CG 20 26 Locations - ALL
Oakland Unified School District, its Councilmembers \$0
1000 Broadway Suite 440
Oakland, CA 94607
directors, officers, agents, employees and volunteers

All other terms, limits and conditions remain the same.

ADDITIONAL PREMIUM: \$0
RETURN PREMIUM: \$0
TOTAL PREMIUM: \$0

Handwritten signature of Pamela C. D.
AUTHORIZED SIGNATURE

04/13/2018

(00865)

POLICY NUMBER: 2017-48499  
Named Insured: Music is Extraordinary, Inc.

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

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, its Councilmembers  
directors, officers, agents, employees and volunteers

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

- A. Section II – Who Is An Insured** is amended to include as an additional 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 or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations;  
or
  2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.





Dear Martin Young:

This is to certify that official all program personnel entering schools and/or interacting with students are screened for TB and their fingerprints are cleared by CA DOJ and FBI with subsequent arrest notifications. Our records have been successfully uploaded and scanned to BEAMENTOR.

Below is the list of employees:

Karla Brundage  
Jeff Worrall  
Pablo Soto Campoamor (pending beamentor)  
Ava Square-LeVias  
Angela Wellman

Sincerely,

A handwritten signature in cursive script, appearing to read "Angela Wellman".

Angela Wellman  
Founding Director  
Oakland Public Conservatory of Music

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

**Search Term : oakland\* public\* conservatory\* of music/mix\***  
**Record Status: Active**

**No Search Results**