

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into on June 30, 2021, between

The Music Center dba Performing Arts Center of Los Angeles County

135 N Grand Ave
Los Angeles, CA 90012

Attn: Keith Wyffels, Associate VP of
Education

Phone: 213-927-3376

Email: kwyffels@musiccenter.org

hereinafter referred to as the “Contractor,” and

LOS ANGELES UNIFIED SCHOOL DISTRICT

hereinafter referred to as the “District” or “LAUSD.”

WHEREAS, the District is authorized by Government Code Section 53060 to contract with an independent contractor specially trained to perform special services required; and WHEREAS, the Contractor is specially trained and experienced and competent to perform the special services pursuant to this Agreement; THEREFORE, the parties hereto agree as follows:

1. PERIOD OF AGREEMENT. This Agreement shall be from July 1, 2021 through June 30, 2022.
2. OPTIONS

This agreement includes initial term of one (1) year, and four (4) one-year option to continue services for additional periods, at the election of the District. The District may exercise the said options within 30 days prior to the expiration date of the preceding authorized period, by issuance of an appropriately funded unilateral modification to the agreement citing this special contract requirement authority.

	Period of Agreement
Initial Period	July 1, 2021 – June 30, 2022
Option Year 1	July 1, 2022 – June 30, 2023
Option Year 2	July 1, 2023 – June 30, 2024
Option Year 3	July 1, 2024 – June 30, 2025
Option Year 4	July 1, 2025 – June 30, 2026

3. APPROVAL. This Agreement is of no force or effect until signed by both parties and approved or ratified by the Board of Education of the Los Angeles Unified School District (“Board of Education”), or an authorized designee of the Board of Education. Contractor may not commence performance until such approval or ratification has been obtained.

4. DUTIES OF THE CONTRACTOR shall be to provide services in accordance with **Exhibit A Statement of Work (“Services”)** which is attached hereto and made a part hereof.

The performance of these duties shall be at times and places within the limits of District policy at the discretion of the Contractor.

5. LIABILITY. The District shall not be liable to the Contractor for personal injury or property damage sustained by the Contractor in the performance of this Agreement whether caused by the District, its officers, employees, or by third persons.
6. INDEPENDENT CONTRACTOR. While engaged in performance of this Agreement the Contractor is an independent contractor and is not an officer, agent, or employee of the District. Contractor is not entitled to benefits of any kind to which District’s employees are entitled, including but not limited to unemployment compensation, workers’ compensation, health insurance and retirement benefits. Contractor assumes full responsibility for the acts and/or omissions of Contractor’s employees or agents as they relate to performance of this Agreement. Contractor assumes full responsibility for workers’ compensation insurance, and payment of all federal, state and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Contractor and Contractor’s employees. Contractor warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) for qualification as an independent contractor, including but not limited to being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment. Contractor agrees to indemnify District for all costs and any penalties arising from audits by state and/or federal tax entities related to services provided by Contractor’s employees and agents under this Agreement.
7. CONTRACT FEE AND FEE TRACKING

7.1. **This is a zero-dollar based contract.** The District makes no representation that any minimum amount of Services will be ordered by it (through any school or office) from Contractor during the term of this Agreement. The District does NOT represent or guarantee any minimum numbers of Work Orders under this Agreement. Further, the District does NOT represent or guarantee any minimum dollar amount of Work Orders under this Agreement.

7.2. District Payment on Work Orders shall be contingent upon acceptance of the Services and approval of the corresponding invoice(s) by the appropriate District Administrator or designee. Additional payment-related documentation shall be furnished by Contractor to the District upon request.

7.3. Reserved

7.4. The District will process payment within 45 days after receipt of Contractor’s invoice(s) that meet the requirements of this section, so long as the District has on file a fully executed contract for the invoiced services. Invoices must (a) reference this Agreement number and the related purchase order number, (b) be signed and submitted by the Contractor via email in PDF format to invoices@lausd.net, (c) comply with the specifications outlined in Exhibit E, and (d) itemize services, service date(s), and payment rate(s) consistent with the terms of this Agreement. Contractor shall not generate invoice until goods have been received by the District and/or services have been provided by the vendor and accepted by the District. The invoice date shall not be before the date goods and/or services have been accepted by the District. Any invoice(s) failing to meet the requirements set forth in this section will not be considered for payment within 45 days and may be rejected and/or returned to the Contractor for correction. Additional documentation

shall be furnished by the Contractor to the District's Accounts Payable Branch upon request. Late payment of an invoice shall not constitute a breach of this Agreement.

Mail original invoice to:
Los Angeles Unified School District
Accounts Payable Branch
333 S. Beaudry Ave., 27th Floor
Los Angeles, CA 90017

Mail one (1) copy of invoice(s)
Los Angeles Unified School District
Arts Education Branch
333 S. Beaudry Ave., 25th Floor
Los Angeles, CA 90017
Attention: Martha Rosales,
Administrative Assistant

8. RIGHTS TO REPORT. The rights to any report, evaluation and/or other material developed by the Contractor pursuant to this Agreement shall belong to the District.
9. CONFLICT OF INTEREST. Contractor understands all federal and state laws as well as all provisions of LAUSD's Contractor Code of Conduct, attached hereto as Exhibit C and made apart hereof, pertaining to conflict of interest. Contractor certifies on behalf of any Representatives as that term is defined in the Contractor Code of Conduct, that there is no existing financial interest, whether direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement and that none will be acquired. Further, Contractor certifies that no persons having any such interests shall be subcontracted in connection with this Agreement, or employed by the Contractor.

Contractor understands that California law governs situations in which there exists or has existed a financial interest between a Contractor and a public official within a 12-month window leading up to a governmental decision. It does not matter whether the impact of an existing relationship is beneficial or detrimental to the interests of the Contractor, its Representatives or the public agency.

Contractor is also responsible for taking all the necessary steps to avoid even the appearance of impropriety or misrepresentation and has a duty to disclose to District any and all circumstances existing at such time which pose a potential conflict of interest, prior to entering into this Agreement. Further, Contractor has an ongoing obligation to proactively disclose any potential or actual conflict of interest through a "Meaningful Conflict Disclosure" to District and to fully cooperate in any inquiry to enable District to determine whether there is a conflict of interest and what resolution is necessary.

Failure to comply with any of these provisions shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies District may seek.

10. AUDIT AND INSPECTION OF RECORDS. The Contractor shall maintain and the District shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence regardless of form (e.g., machine-readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred or anticipated to be incurred in performing this Agreement.

The Contractor shall make said evidence (or to the extent accepted by the District, photographs, microphotographs or other authentic reproductions thereof) available to the District at the District's or the Contractor's offices (to be specified by the District) at all reasonable times and without charge to the District. Said evidence/records shall be provided to the District within five (5) working days of a written request from the District. The Contractor shall, at no cost to the District, furnish assistance for such examination/audit. The Contractor and its subcontractors and suppliers shall keep and preserve all such records for a period of at least three (3) years from and after final payment or, if the Agreement is terminated in whole or in part, until three (3) years after the final agreement close-out.

The District's rights under this section shall also include access to the Contractor's offices for the purpose of interviewing the Contractor's employees.

Any information provided on machine-readable media shall be provided in a format accessible and readable by the District. The Contractor's failure to provide records or access within the time requested shall preclude Contractor from receiving any payment due under the terms of this Agreement until such evidence/documents are provided to the District. The Contractor shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the District upon request by the District.

11. CONFIDENTIALITY

11.1. This Agreement, all communications and information obtained by Contractor from District relating to this Agreement, and all information developed by Contractor under this Agreement, are confidential. Except as provided in Subsection 10.3, without the prior written consent of an authorized representative of District, Contractor shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, Contractor shall inform District, in writing, of the nature and reasons for such disclosure. Contractor shall not use any communications or information obtained from District for any purpose other than the performance of this Agreement, without District's written prior consent.

11.2. At the conclusion of the performance of this Agreement, Contractor shall return to District all written materials constituting or incorporating any communications or information obtained from District. Upon District's specific approval, Contractor may retain copies of such materials, subject to the requirements of Subsection 10.1.

11.3. Contractor may disclose to any subcontractor, or District approved third parties, any information otherwise subject to Subsection 10.1 that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, Contractor shall obtain the subcontractor's written agreement to the requirements of Subsection 10.1 and shall provide a copy of such agreement to District.

11.4. Contractor represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this Agreement, nor shall Contractor make representations about the District in oral or written form without the prior written approval of District.

11.5. Contractor's obligation of confidence with respect to information submitted or disclosed to Contractor by District hereunder shall survive termination of this Agreement.

11.6. Data Privacy

Under this Agreement, the District considers Contractor to be a "school official" with "legitimate educational interests" performing an institutional service or function for which the District would otherwise use employees within the meaning of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232g and 34 C.F.R. Part 99, and California Education Code sections 49060-49085. As such, 34 C.F.R. 99.31(a)(1)(i) allows the District to disclose personally identifiable information from education records of students without the consent required by 34 C.F.R. section 99.30.

- 11.6.1. In regard to any personally identifiable information (“PII” or “District Data”) from an education record that the District discloses, the Contractor shall:
- a. Not disclose the information to any other party without the consent of the parent or eligible student;
 - b. Use the data for no purpose other than the work stated in this Agreement;
 - c. Allow the District access to any relevant records for purposes of completing authorized audits;
 - d. Require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA and other federal and California laws with respect to the data shared under this Agreement;
 - e. Maintain all data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of this Agreement. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from Contractor to any other institution or entity;
 - f. Destroy or return all personally identifiable information obtained under this Agreement when it is no longer needed for the purpose for which it was obtained no later than 30 days after it is no longer needed. In the event Contractor destroys the PII, Contractor shall provide the District with certification of such destruction within five (5) business days of destruction.
 - g. Failure to return or destroy the PII will preclude Contractor from accessing personally identifiable student information for at least five years as provided for in 34 C.F.R. section 99.31(a)(6)(iv).
- 11.6.2 If Contractor is an operator of an Internet website, online service, online application, or mobile application, Contractor shall comply with the requirements of California Business and Professions Code section 22584 and District policy as follows:
- a. Contractor shall not (i) knowingly engage in targeted advertising on the Contractor’s site, service or application to District students or their parents or legal guardians; (ii) use PII to amass a profile about a District student; (iii) sell information, including PII; or (iv) disclose PII without the District’s written permission.
 - b. Contractor will store and process District Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Contractor warrants that all electronic District Data will be encrypted in transmission using SSL [(Secure Sockets

Layer)] [or insert other encrypting mechanism] (including via webinterface) [and stored at no less than 128-bit level encryption].

- c. Contractor shall delete a student's covered information upon request of the District.
- d. District Data shall not be stored outside the United States without prior written consent from the District.
- e. In the event of an actual or potential breach of PII data, Contractor shall immediately notify the District.

11.6.3 District issuance of a Work Order is contingent upon Contractor entering into a Data Use Agreement (DUA), a form of which is attached hereto as **Exhibit F**.

- 12. EVALUATION. The Contractor acknowledges that the presentation or services may be evaluated by the participants, the District's Office of Data and Accountability or any other District offices or schools and understands that the results of the evaluation may be subject to a Public Records Act request under Government Code §6520, et seq.. The Contractor agrees to cooperate fully with any such evaluation and agrees to promptly furnish any information that is requested by the District for evaluation purposes.
- 13. EQUAL EMPLOYMENT OPPORTUNITY. It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable federal and state laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.
- 14. NON-DISCRIMINATION. The Los Angeles Unified School District is committed to providing a working and learning environment free from discrimination, harassment, intimidation and/or bullying. The District prohibits discrimination, harassment, intimidation and/or bullying based on the actual or perceived characteristics set forth in Penal Code §422.5, Education Code §220 and actual or perceived sex, sexual orientation, gender, gender identity, gender expression, race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity it conducts or to which it provides significant assistance.
- 15. TERMINATION FOR CONVENIENCE
 - 15.1. The District may, by written notice to the Contractor, terminate this Agreement in whole or in part at any time, or any Work Order issued pursuant to this Agreement for the District's convenience. Upon receipt of such notice, the Contractor shall:
 - (1) immediately discontinue all services affected (unless the notice directs otherwise); and
 - (2) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Contractor in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date stated in the notice to Contractor.
 - 15.2. If the termination is for the convenience of the District, Contractor shall submit a final invoice

within 60 days of termination and, upon approval by the District, the District shall pay the Contractor the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by the Contractor to implement the termination.

- 15.3. The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to the Contractor in accordance with this section shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

16. TERMINATION FOR DEFAULT

- 16.1. The District may, by written notice to the Contractor, terminate this Agreement in whole or in part at any time because of the failure of the Contractor to fulfill its contractual obligations. Upon receipt of such notice, the Contractor shall:

- (1) immediately discontinue all services affected (unless the notice directs otherwise); and
- (2) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Contractor in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date stated in the notice to Contractor.

- 16.2. If the termination is due to the failure of the Contractor to fulfill its contractual obligations, the District may take over the services, and complete the services by contract or otherwise. In such case, the Contractor shall be liable to the District for any reasonable costs or damages occasioned to the District thereby. The expense of completing the services, or any other costs or damages otherwise resulting from the failure of the Contractor to fulfill its obligations, will be charged to the Contractor and will be deducted by the District out of such payments as may be due or may at any time thereafter become due to the Contractor. If such costs and expenses are in excess of the sum which otherwise would have been payable to the Contractor, then the Contractor shall promptly pay the amount of such excess to the District upon notice of the excess so due.

- 16.3. If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment shall be made as provided in the prior section, Termination for Convenience.

- 15.4. The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to the Contractor in accordance with this section shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

17. ASSIGNMENTS. Neither the performance of this Agreement, nor any part thereof, may be assigned by either party without the prior written consent and approval of the other.

18. GOVERNING LAW. The validity, interpretation and performance of this Agreement shall be determined according to the laws of the State of California, without reference to its conflicts of laws provisions. Venue for any court proceedings in connection herewith shall be in the state or federal courts located within the City of Los Angeles, California.
19. ENTIRE AGREEMENT/AMENDMENT. This Agreement, all exhibits to this Agreement, the RFP and Proposal constitute the entire agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this Agreement.
20. ORDER OF PRECEDENCE. In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the provisions of the Agreement which precede the signature page and Exhibits to the Agreement, said conflict or inconsistency shall be resolved by giving precedence in the following order (1) provisions of the Agreement which precede the signature; (2) Exhibit C District Contractor Code of Conduct; (3) Exhibit A, Statement of Work; (4) Exhibit B, Pricing Sheet; (5) Request for Proposal No. 2000002133, issued December 4, 2020 and all addenda thereto; and (6) Contractor's Proposal, dated January 18, 2021.
21. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION.

The following certification is applicable only to contracts for \$25,000 or more which are funded by Federal funds.

By signing this Agreement, the Contractor certifies that:

- (a) The Contractor and any of its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

22. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Contractor represents, warrants, and covenants to District as follows:

22.1. Compliance With Laws and Regulations

At all times during the term of this Agreement, Contractor shall comply with all applicable federal, state, and local laws and regulations during its performance of all work contemplated by Exhibit A to this Agreement ("Work"). Contractor represents and warrants that it has all licenses or certificates required to perform the Work or has received waivers from such requirements. Contractor shall insure that all subcontractors performing Work under this

Agreement are properly licensed to perform such Work. Contractor shall provide District with all reasonable assistance in complying with all applicable federal, state, and local laws and regulations.

22.2. Non-infringement

The Work shall not violate or infringe upon the rights of any third party, including, without limitation, any patent rights, copyright rights, trademark rights, trade secret rights, or other proprietary rights of any kind.

22.3. Authority

Contractor has full power and authority to enter into this Agreement and to perform hereunder, and such entry and performance do not and will not violate any rights of any third party.

21.4. No Claims

There is no action, suit, proceeding, or material claim or investigation pending or threatened against it in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, might adversely affect the Work or restrict Contractor's ability to complete the transactions contemplated by this Agreement, or restrict District's right to use the Work. Contractor knows of no basis for any such action, suit, claim, investigation, or proceeding.

Violation of any provision of this Section 21 shall be a breach of this Agreement subjecting Contractor to default provisions of Section 15, Termination for Default above.

23. INDEMNIFICATION

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Contractor shall indemnify District as follows:

23.1. General Indemnity

22.1.1. Contractor shall indemnify, defend and hold harmless the District and its Board Members, administrators, employees, agents, attorneys, and contractors (collectively, "Indemnitees") against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act or omission by Contractor, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it.

22.1.2. This indemnification shall apply even in the event of the act, omission, fault, or negligence, whether active or passive, of the Indemnitee(s), but shall not apply to claims arising from the sole negligence or willful misconduct of the Indemnitee(s).

23.2. Proprietary Rights Indemnity

Contractor shall indemnify, defend and hold harmless District, its officers, directors, and employees, agents from and against any losses suffered by District as a result of Contractor's breach of its warranties set forth in Section 21 of this Agreement. Contractor shall defend, indemnify, and hold harmless District, its officers, directors, employees, agents from and against any claim, demand, challenge, suit, loss, cost, damage, or liability based on any assertion that the Work or any component or part thereof infringes, misappropriates, or violates any patent right, copyright right, trade secret, or other proprietary right of any third party. District shall notify Contractor in writing of the initial claim or action brought against it. The selection of counsel, the conduct of the defense of any lawsuit, and any settlement shall be within Contractor's control; *provided* that District shall have the right to participate in the defense of any such infringement claim using counsel of its choice, at District's expense. No settlement shall be made without notice to, and the prior written consent of, District.

23.3. Insurance

Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, to cover any claims, damages, liabilities, costs and expenses (including legal counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

22.3.1. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

- \$1,000,000 per occurrence
- \$ 100,000 fire damage
- \$ 5,000 med expenses
- \$1,000,000 personal & adv. injury
- \$3,000,000 general aggregate
- \$3,000,000 products/completed operations aggregate

22.3.2. Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence. If no owned autos, then non-owned/hired coverage can be accepted.

22.3.3. Workers' Compensation and Employers Liability Insurance covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

* Sole proprietors with no employees are exempt from providing Workers' Compensation and Employers Liability Insurance, but must provide a signed Workers' Compensation Statement.

22.3.4 Other coverages:

Sexual Abuse and Molestation coverage

\$1,000,000 per occurrence/\$1,000,000 aggregate

Cyber Insurance

\$1,000,000 per occurrence/ \$1,000,000 aggregate

22.3.5 Any deductibles or Self-Insured Retentions (SIR) shall be declared in writing. An SIR or deductible above \$100,000 requires District approval.

22.3.6 Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish LAUSD with certificates of insurance evidencing such coverage. The Commercial General and Automobile Liability policies shall name the Los Angeles Unified School District and its Board of Education as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. The Contractor shall be required to provide LAUSD with 30 days' prior written notice if the insurance afforded by this policy shall be suspended, cancelled, reduced in coverage limits or non-renewed. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this Agreement at no additional charge.

24. SECURITY

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Contractor agrees that it and its personnel shall at all times comply with all security regulations in effect from time to time at District's premises and shall comply with District's security policies and procedures if granted access to District's computer or communications networks.

25. FINGERPRINTING

The Contractor shall comply with the requirements of California Education Code section 45125.1, and perform the following acts:

- 25.1. Require all current and subsequent employees of Contractor who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CADOJ").
- 25.2. Prohibit employees of Contractor from coming into contact with pupils until the CADOJ has ascertained that the employee has not been convicted of a felony as defined in California Education Code section 45122.1.
- 25.3. Certify in writing, using the District's fingerprinting certification form (available at the District Risk Finance and Insurance Services website) to the District that neither Contractor nor any of Contractor's employees who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code section 45122.1 and provide such certification to the District Risk Finance and Insurance Services.
- 25.4. Provide a list of the names of Contractor's employees who may have contact with pupils to the District Risk Finance and Insurance Services. This list shall be updated for employee changes and shall list employees by appropriate school site.
- 25.5. The District may require the Contractor and its employees who may have contact with pupils

to submit to additional background checks at the District's sole and absolute discretion.

26. BUDGET CONTINGENCY

- 26.1. It is mutually agreed that if the current year budget and/or any subsequent years covered under this Agreement do not appropriate sufficient funds for the Services, this Agreement shall be of no further force and effect. In this event, the District shall have no liability to pay any funds to the Contractor or furnish any other considerations under this Agreement, and the Contractor shall not be obligated to perform any provisions of this Agreement.
- 26.2. If funding for any fiscal year is reduced or terminated by the Board of Education for purposes of this Agreement, the District shall have the option to either cancel this Agreement with no liability occurring to the District, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

27. STAFFING

Contractor shall be solely responsible for staff providing services under this agreement. Contractor certifies that staff and/or trainees providing the services are adequately trained and prepared according to prevailing professional standards for providing such services and that personnel providing clinic and/or counseling services are licensed or otherwise legally qualified. Contractor certifies that it shall provide adequate supervision of the staff and/or trainees. Contractor certifies that its staff will follow legal guidelines on reporting child abuse/neglect.

Contractor certifies that all personnel providing services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that all such personnel shall provide evidence of freedom from tuberculosis within six months of starting service at the school site.

Contractor assumes full responsibility for workers' compensation insurance and for payment of all federal, state and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Contractor's staff and/or trainees providing services under this agreement.

District shall have the right to accept or reject the assignment of any Contractor personnel. District shall have the right to remove any Contractor personnel from District premises and to preclude any Contractor personnel from performing services under this Agreement. Contractor shall immediately comply with any such request, and shall provide replacement personnel within a commercially reasonable time.

28. PARENT CONSENT FOR SERVICES

Should services coordinated by Contractor include any form of medical or psychological services, including diagnostic services, treatment, or counseling, Contractor shall ensure that written parent consent is obtained on a District approved form prior to providing service(s) to a minor.

29. WORK ORDERS

- 29.1. Work Orders listed and/or described in EXHIBIT D, and any related materials (including, but not limited to, textbooks, software, etc.) listed and/or described on EXHIBIT D shall be placed with Contractor by District schools, Local District offices and/or other District offices pursuant to the terms and conditions of this Agreement.
- 29.2. **Any school/office interested in purchasing under this Agreement shall use the District's "SAP Shopping Cart System" to place Work Orders, as described below. Contractor shall not provide any services under this Agreement without first receiving a written Work Order (as provided herein) and the copy of purchase order. A copy of the Order form is attached hereto as EXHIBIT D and made a part hereof for purposes of any purchases made pursuant to this Agreement.**
- 29.3. Contractor shall not accept any Work Orders under this Agreement after the end of the period of Agreement stated in Section 1 of this Agreement. Performance of Services and the placement of Work Orders may not continue past that date.
- 29.4. Individual Work Orders shall be placed by District schools and/or offices with Contractor to request performance under this Agreement at the prices provided in EXHIBIT D Contractor shall not accept any Order for Service under this Agreement that does not indicate: (1) the name and/or description of the specific Services to be provided under that Order; (2) a line- item price for each Service and the total price for all Services to be provided under that Order; and (3) specific beginning and end dates for performance under that Order. The District assumes no liability for payment of any Work Order that does not contain the information described herein and any other information required on the Order Form.

30. CONTRACTOR CERTIFICATIONS AND RESPONSIBILITIES

- 30.1. Contractor represents it is fully experienced and properly qualified to perform the Services to be provided under this Agreement and that it is properly equipped, organized and financed to perform hereunder.
- 30.2. Contractor shall be solely responsible for its staff providing Services under this Agreement. Contractor certifies that staff and/or trainees providing the Services hereunder are adequately trained and prepared according to prevailing professional standards for providing such Services and that personnel providing Services are appropriately licensed and/or otherwise legally qualified. Contractor certifies that it shall provide adequate supervision of the staff and/or trainees.
- 30.3. Contractor shall familiarize itself and perform all Services under this Agreement in accordance with federal, California and local (including District) law. The law may require compliance with standards applicable to the District, specifically, and/or school districts, generally, as well as municipal and public agencies, public and private utilities and special districts whose facilities and/or services may be affected by work under this Agreement. Contractor will hold harmless and indemnify the District from and against any loss, cost, liability, and expense (including attorney fees) arising out of any failure of Contractor to comply with the applicable law.
- 30.4. Contractor certifies that its staff will follow legal guidelines on reporting child abuse/neglect as required by California Penal Code § 11164. *et seq.*
- 30.5. Contractor certifies that all personnel providing Services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students.

- 30.6. Contractor certifies it shall comply with Education Code section 49406 with respect to tuberculosis testing for its personnel who will have frequent or prolonged contact with District pupils or other Contractor staff as the District may identify.
- 30.7. Contractor shall be fully responsible for identifying, securing and maintaining, at its own expense, such licenses and permits as are required by law in connection with the Services to be performed under this Agreement. Copies of such licenses and permits shall be provided immediately to the District upon request. Contractor shall notify the District immediately of any suspension, termination, lapse, non-renewal or restriction of or on any required license or permit.
- 30.8. Contractor shall obtain an Employer Identification Number from the Internal Revenue Service ("IRS") and provide the District with a duly executed IRS Form W-9. Contractor acknowledges and agrees that Contractor shall be responsible for the preparation and filing of all tax returns, declarations and schedules, and for the payment of all taxes required, when due, with respect to any and all compensation earned by Contractor (including, but not limited to, any of its employees) under this Agreement. The District will not withhold any employment taxes from compensation it pays Contractor. The District instead will report the amount it pays Contractor on IRS Form 1099 and/or as otherwise may be required under applicable federal, state and local law.
- 30.9. The District shall have the right, in its absolute discretion, to require the removal of Contractor's personnel or subcontractors at any level assigned to or hired for the performance of Services hereunder if the District considers such removal in its best interests and directs such removal in writing to Contractor. Upon receipt of such direction by the District, Contractor shall remove the personnel or subcontractor immediately. Personnel or subcontractors removed at the direction of the District shall not perform additional Services under this Agreement at any time.
- 30.10. Contractor shall comply with each and every responsibility and certification made in this Agreement at no additional cost to the District.

31. WORK-BASED LEARNING PROGRAM (WBLP):

"Notwithstanding any other provision of this Agreement, Contractor hereby acknowledges that the District has determined to enter into this Agreement with Contractor in reliance, in part, on:

- A. The veracity of the representations made by Contractor in Contractor's Proposal,
- B. The quality of Contractor's proposed staff and
- C. The WBLP Plan included in Contractor's Proposal.

Contractor hereby warrants to provide the Services and the WBLP(s) in the manner represented in Contractor's Proposal.

Furthermore, with respect to Contractor's WBLP, Contractor acknowledges that:

The District is free to publicize its positive experiences with the Contractor and, if applicable, is also free to share, with other school districts or organizations that inquire, whatever frustrations it may have experienced in Contractor's implementation of Contractor's WBLP(s);

The District will, of course, share Contractor's name, information regarding Contractor's business and regarding Contractor's proposed WBLP(s) with District schools seeking partners;

The District will also identify Contractor in District documentation regarding the District's Linked Learning program;

The District may photograph participating Contractor representatives and publish those photographs in District promotional and reporting materials relating to the District's Linked Learning program; and

Should Contractor fail to provide the WBLP, in particular, as provided herein, then, in addition to all other remedies to which the District may be entitled, at law and in equity, the District may take Contractor's failure to perform as promised into consideration in the event Contractor is under consideration to provide services to the District in the future."

IN WITNESS HEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED.

LOS ANGELES UNIFIED SCHOOL DISTRICT

LOS ANGELES UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

By *Bruce Trenbeth*
Bruce Trenbeth for Judith Reece,
Chief Procurement Officer
Procurement Services Division

Dated: Aug 23, 2021

**THE MUSIC CENTER dba Performing Arts
Center of Los Angeles County**

By *Keith Wyffels*
Keith Wyffels
(Print
Name)

Fed. I.D. #: 95-2217011

8-9-21

STATEMENT OF WORK
Dance

Exhibit A
Statement of Work

School Level: *K-12*

Art Discipline: *Dance*

Program: Arts Integration Partnerships

SCOPE (Sample Program):

Music Center teaching artists work in classrooms to empower student creativity and develop their artistic, workforce and life skills. Arts Integration Partnerships deepen learning across the curriculum in collaboration with classroom teachers by combining dance, music, theatre, visual and media arts with content areas including English Language Arts, history, science and social emotional learning for students of all ages and abilities. These student workshops are aligned with the California Arts Standards, Common Core State Standards and Next Generation Science Standards.

One such program is led by teaching artist Máire Clerkin, an Irish dance and theatre artist from London, of Irish parents. She moved to California in 2003, and has since taught for numerous educational organizations. A certified dance teacher and adjudicator with the Irish Dancing Commission in Dublin, and member of the Irish Dance Teachers of North America, Máire judges competitions worldwide, choreographs award-winning dance drama productions, and teaches at Loyola Marymount University in Los Angeles and University of Limerick in Ireland. With a B.A. in Performing Arts from Middlesex University, Máire founded several dance theatre companies, touring the UK and Ireland extensively. A dancer, writer, and actor, Máire tours her successful solo dance theatre show internationally, and collaborates with folk musicians across the globe. She is Artistic Director of the Irish Music & Dance ensemble, A Gaelic Gathering, performing for school assemblies, festivals, and concerts.

Irish Dance:

Máire teaches workshops in Irish dance, from traditional social dances in circles, squares and with partners, to step dancing with percussive footwork made famous by Riverdance. Workshops can stand alone or be part of a series, building to a culminating performance that showcases the student learning and ability. The benefits are cultural, historical, musical, creative, and form the basis of coordination, fitness, and teamwork. As a teacher with 35 years' experience, Máire engages students - both boys and girls - of all ages, levels, and abilities, and works in partnership with teachers to connect lessons with the curriculum.

STATEMENT OF WORK

Dance

COURSE OBJECTIVES IN VISUAL AND PERFORMING ARTS:

Artistic Process:

Creating

Conceiving and developing new artistic ideas and work.

Anchor Standards

1. Generate and conceptualize artistic ideas and work.
2. Organize and develop artistic ideas and work.
3. Refine and complete artistic work.

Artistic Process:

Performing (dance, music, theatre)

Realizing artistic ideas and work through interpretation and presentation.

Presenting (visual arts)

Interpreting and sharing artistic work.

Producing (media arts)

Realizing and presenting artistic ideas and work.

Anchor Standards

4. Analyze, interpret, and select artistic work for presentation.
5. Develop and refine artistic work for presentation.
6. Convey meaning through the presentation of artistic work.

Artistic Process:

Responding

Understanding and evaluating how the arts convey meaning.

Anchor Standards

7. Perceive and analyze artistic work.
8. Interpret intent and meaning in artistic work.
9. Apply criteria to evaluate artistic work.

Artistic Process:

Connecting

Relating artistic ideas and work with personal meaning and external context.

Anchor Standards

10. Synthesize and relate knowledge and personal experiences to make art.
11. Relate artistic ideas and works with societal, cultural, and historical context to deepen understanding.

STATEMENT OF WORK

Dance

LESSONS

The program shall be based on and adapted from the following sequence of lessons:

ONE – THE PROMENADE

Objective: View a dance, learn basic steps, listen to a folk tale, discuss nature of theater, relate to modern media.

Elements of Art: Dance – Time, energy, Space; Theatre – characters, genre, plot

Skills: Describe dance performance using relevant vocabulary, cite key technique points of a traditional dance form, relate plot and characters from a Folk Tale. demonstrate basic Irish dance locomotor step, define ‘drama’, connect theater with TV, stories in books and movies.

Task: Perform basic step, The Promenade, as demonstrated and taught by artist.

TWO – HEEL & TOE, ADVANCE & RETIRE

Objective: Use of gesture in drama exercises. Discuss the story; Learn Heel & Toe, Advance & Retire, steps.

Elements of Art: Dance – Time, energy, Space; Theatre – characters, genre, plot, gesture

Skills: Understand how the body can make non-verbal communication, produce individual expression through gesture, differentiate character, emotion and atmosphere in text, perform traditional group dance with partner.

Task: Perform Advance & Retire and Heel & Toe with a partner followed by a gesture that a character from The White Gander might use.

THREE – IRISH MUSIC & CEILI DANCING

Objective: Rhythm games, speaking ensemble, group awareness, Call & Response.

Elements of Art: Dance – Time, energy, Space, Rhythm; Theatre – characters, genre, plot, gesture

Skills: Demonstrate an understanding of rhythm through body percussion, dance in group formation using appropriate footwork, demonstrate dancing in clockwise and counterclockwise directions, relate folk tale in own words, speak ensemble, exhibiting teamwork/vocal projection.

Task: (Dance in a team of four) Advance & Retire opposite another pair, and The Wheel, followed by Stamp & Clap conversation with partner. Follow this by reciting ensemble with team, a phrase of text agreed earlier, relating to our story.

FOUR – HAND CATCHES

Objective: Choose and recite extended story phrases ensemble. Learn Hand Catches.

Elements of Art: Dance – Time, energy, Space; Theatre – characters, genre, plot, dialogue

Skills: Use every day physical movement to convey dramatic meaning, select warm up moves to adapt to chosen character, recite text ensemble, demonstrate vocal projection, create original duet dances.

Task: Show created Hand Catches with partner to Class.

FIVE – REHEARSE

Objective: Transition from exploration to plotting stage action, setting a running order.

Elements of Art: Dance – Time, energy, Space; Theatre – director, audience

Skills: Respond to exit, entrance and directional suggestions, distinguish between developing work and finalizing it for performance; roles of director and performer, understand where and when to move to the music, memorize actions, support fellow performers onstage, show an aptitude for Irish Dance, theatre skills and teamwork.

STATEMENT OF WORK

Dance

Task: Follow directions of Artist as roles are assigned and scene is blocked. Help create scene with class, practice Ceili dances, steps, duets, ensemble phrases. Refine character and finalize preparations.

SIX – CULMINATION

Objective: Experience and witness the production of a theater piece.

Elements of Art: Dance – Time, energy, Space; Theatre – characters, genre, plot, director, audience

Skills: Apply personal artistic expression, demonstrate a variety of individual, partner and group skills, show knowledge in acting, theatre studies and Irish dance.

Task: Present, perform or exhibit the artwork developed and refined in class for an audience.

CA Arts Standards:

1.DA:Pr4 - Space, time, and energy are basic elements of dance.

Dancers use the mind-body connection and develop the body as an instrument for artistry and artistic expression.

1.DA:Pr5 - Move safely in general space through a range of activities and group formations while maintaining and changing personal space. Relate quick, moderate and slow movements to duration in time. Recognize steady beat and move to varying tempi of steady beat.

2.DA:Pr6 - How does a dancer heighten artistry in a public performance?

Dance for and with others in a space where audience and performers occupy different areas.

1.DA:Re7 - How is a dance understood? Analyze.

2.DA:Re9 - Criteria for evaluating dance vary across genres, styles, and cultures

Observe or demonstrate dances from a genre or culture. Discuss movements and other aspects of the dances that make the dances work well and explain why they work. Use simple dance terminology.

1.DA:Cn11 - Relate artistic ideas and works with societal, cultural, and historical context to deepen understanding

Watch and/or perform a dance from a different culture and demonstrate the types of movement danced.

2.DA:Cn11 2.DA:Re9 - Dance literacy includes deep knowledge and perspectives about societal, cultural, historical, and community contexts. Observe a dance and relate the movement to the environment in which the dance was created and performed.

Common Core:

CCSS.ELA-Literacy.SL.1.1

Participate in collaborative conversations with diverse partners about grade 1 topics and texts with peers and adults in small and larger groups.

CCSS.ELA-Literacy.SL.1.1.a

Follow agreed-upon rules for discussions (e.g., listening to others with care, speaking one at a time about the topics and texts under discussion).

STATEMENT OF WORK

Dance

CCSS.ELA-Literacy.SL.1.1.b

Build on others' talk in conversations by responding to the comments of others through multiple exchanges.

CCSS.ELA-Literacy.SL.1.1.c

Ask questions to clear up any confusion about the topics and texts under discussion.

SEL Connections: Self-Awareness, Self-Management, Social Awareness, Responsible Decision-Making, Relationship Skills

Program: Professional Development

SCOPE (Sample Program):

The Music Center's professional development for educators focuses on arts integration strategies for grades PreK-12 teachers in dance, media arts, music, theatre, and visual arts at school sites and at The Music Center. Teachers learn creative and effective approaches to integrate the arts into their content areas. Lessons and experiences are rooted in the California Arts Standards, Common Core, 21st Century Learning Skills and Social Emotional Learning. We seek to expand on current teaching models, including strengthening school learning communities, advancing best practices, and fostering interdisciplinary collaboration and lesson planning. Here is the outline for one such program:

Teaching Artist: Chisa Yamaguchi **Movement**

Mindful Movement: ***Embodying Connection and Community through the Power of Presence***

Part I

Essential Questions:

- What must a dancer do to prepare the mind and body for artistic expression? (CA Arts Anchor Standard 5)
- How do dancers work with space, time and energy to communicate artistic expression? (CA Arts Anchor Standard 4)

Lesson Outcomes:

Participants will be able to:

- Generate variations of personal movement vocabulary through improvisation

STATEMENT OF WORK

Dance

- Practice choreographic phrases individually through focused observation, clear cues and personal exploration
- Develop new understandings of space, time and energy in a virtual learning landscape

Essential Skills:

- Readiness to innovate, improvise and use imagination
- Maintain spatial awareness of self and physical surroundings
- Listen attentively

Task: Participate in basic movement principles and warmups exploring body, space, time and energy while engaging creativity, imagination, improvisation and making in the moment.

Criteria:

- Maintain presence and focus
- Participate with full attention and energy
- Take risks and release judgement

Progression:

- Begin together in a brief series of grounding and warm-up exercises
- Move through the space, following specific prompts and directions
- Second round of movement will be musically motivated, continue to follow specific prompts and directions
- Move fully through space exploring your own name as inspiration
- Re-group in a group *Mindful Moment*

Key Vocabulary: Body, Connect, Dynamics, Energy, Improvisation, Levels, Movement, Repetition, Space, Time,

Resources: Breath, Movement Vocabulary List, Social Emotion Learning Skills & Strategies document (see below)

Assessment Strategies:

- Count-in: count “5,6,7,8” using a steady tempo to signal the start of movement
- Review Movement Vocabulary List to identify concepts used
- Group Discussion: How can we tap into our natural movement qualities to inform the movement we improvise and create?
- Journal SEL: Describe moments where you felt you were creating heartfelt movements? Write any thoughts you had when you were exploring space and bearing witness to your own creativity.

Social Emotional Learning Skills & Strategies:

- *Growth Mindset*
 - **Allow multiple attempts**
 - **Take on new challenges**
 - Perseverance
- *Self-Efficacy*

STATEMENT OF WORK

Dance

- Self-evaluation
- **Openness to risks**
- *Self-Management*
 - Self-awareness
 - **Self-confidence**
 - **Innovation**
 - Commitment
- *Social-Awareness*
 - **Empathy**
 - Listen and observe with attention

Common Core:

- ELA Anchor Standards – Speaking & Listening 2
- Math Practice Standards – 1, 2, 6

California Arts Standards:

- *Creating* – Anchor Standard 1 - Generate and conceptualize artistic ideas and work.
- *Creating* – Anchor Standard 2 - Organize and develop artistic ideas and work.
- *Performing* – Anchor Standard 4 - Select, analyze, and interpret artistic work for presentation.
- *Performing* – Anchor Standard 5 - Develop and refine artistic techniques and work for presentation.

Part II

Essential Question: How does dance deepen our understanding of ourselves, other knowledge, and events around us? (*CA Arts Anchor Standard 10*)

Lesson Outcomes:

Participants will be able to:

- Cultivate movement through varied and intentional use of space
- Design and create physical compositions through dynamic movement
- Engage in movement with attentiveness and flow
- Make clear, mindful decisions

Essential Skills:

- Stay curious and release judgement
- Group focus and collaboration
- Create and invite unique solutions

STATEMENT OF WORK

Dance

Task: Compose and create movement designs in groups and partnerships that reflect communication, composition and collaboration.

Criteria:

- Incorporate elements of control and build choices through personal inquiry
- Variety and contrast in design choices
- Communication and trust

Progression:

- Begin with a grounding moment and brief warm-up
- Individual gesture exploration individually – movement to be inspired by question, “What does heart-centered movement feel like?”
- Participants will move into short breakout groups (3-4 people) to share and teach gestures to small group
- After breakout group work, groups will reconvene as one large group and co-create a Movement Mosaic as a full ensemble
- Closing mindful moment

Key Vocabulary: Communication, Composition, Distal Space, Environment, Evolve, Expansion, Explore, Improvise, Innovate, Listen, Mirror, Negative & Positive Space, Pose, Observe

Resources: Journal

Assessment Strategies:

- Group Discussion: How can we non-verbally communicate our movement ideas with clarity? What are strategies and/or personal thoughts/mantras to work affectively with others? Discuss.
- Journal SEL: How was heart-centered movement alive in your body? Discuss.
- Performance-based: Evaluation of the task using criteria

Social Emotional Learning Skills & Strategies:

- *Growth Mindset*
 - **Allow multiple attempts**
 - Take on new challenges
 - **Perseverance**
 - Accept feedback and critique
- *Self-Efficacy*
 - **Motivation to succeed**
- *Self-Management*
 - Self-awareness
 - **Adaptability**
 - Motivation
 - **Optimism**
- *Social-Awareness*

STATEMENT OF WORK

Dance

- Communication
- Leadership
- **Change catalyst**
- **Collaboration and cooperation**

Common Core:

- ELA Anchor Standards – Speaking & Listening 1, 2, 3
- ELA Anchor Standards – Language 1, 3
- Math Practice Standards – 1, 2, 3, 6, 7

California Arts Standards:

- *Creating* – Anchor Standard 1 - Generate and conceptualize artistic ideas and work.
- *Creating* – Anchor Standard 2 - Organize and develop artistic ideas and work.
- *Creating* – Anchor Standard 3 - Refine and complete artistic work.
- *Performing* – Anchor Standard 4 - Select, analyze, and interpret artistic work for presentation.
- *Performing* – Anchor Standard 5 - Develop and refine artistic techniques and work for presentation.
- *Responding* – Anchor Standard 6 - Convey meaning through the presentation of artistic work.

Program: Music Center On Tour

SCOPE (Sample Program):

A long-standing arts education program, The Music Center on Tour presents educational performing arts assemblies that invite students into the world of dance, music, theatre and storytelling. Our high-energy and engaging digital performances provide students with rich experiences. Each presentation includes customized curriculum in alignment with the California Arts Standards that is designed to complement and deepen what students are learning in the classroom carried across cultures, styles and content areas.

The Music Center On Tour is offering its high-energy and engaging experiences digitally with The Music Center On Tour: Online. In-person performances and assemblies are now being offered on a case-by-case basis.

The Music Center on Tour performances serve as models of artistic excellence, inspiring creative thinking and introducing young audiences to the world's diverse cultural traditions. Our artists represent and celebrate the finest artistic contribution of the world's cultures – from the colorful regional dances of Mexico to the exquisite music of China, from the pulsating rhythms of Brazil to the golden harmonies of 20th century America.

More than 70 performances in music, dance, theatre, and storytelling are available from an internationally acclaimed roster of artists who have been seen across the globe in films, theaters, concert halls, television shows, and museums.

The Music Center on Tour school assemblies are designed to complement and enhance what students are learning in the classroom through meaningful curriculum connections and universal themes that carry across cultures, styles, and content areas. Assemblies include written teacher preparation materials that contain background information on the artist and specific performances, as well as pre- and post-

STATEMENT OF WORK

Dance

performance activities for the classroom and connections to multiple curricular areas. Here is one such program:

Ballet Folclorico do Brasil

MEET THE ARTIST:

Joselito "Amen" Santo, the dynamic Artistic Director of Ballet Folclorico do Brasil, was born and raised in Bahia, Brazil. With over 25 years of experience in the African-Brazilian performing arts, he is an accomplished martial artist, dancer, musician, choreographer and teacher. Mr. Santo first came to the U.S. in 1986 to perform at Carnegie Hall. After teaching internationally and performing in venues such as the Kennedy Center for the Performing Arts (Washington D.C.), the Village Gate (New York City) and Wolf Trap (Virginia), he moved to Los Angeles. In 1990, Mr. Santo founded the Brasil Brasil Cultural Center, providing a base for his dance company and the Capoeira Batuque: Ginga Bahia. Mr. Santo has garnered many honors, including his induction into the International Martial Arts Hall of Fame. His company has been applauded for "serving as a bridge between ancient and contemporary dance" by juxtaposing the sacred and joyous, the old and new.

ABOUT THE PERFORMANCE:

This energetic program teaches about Brazilian culture, celebrating its multicultural dimensions through dance and music. When Brazil was a Portuguese colony (16th-19th centuries), Africans were captured from their villages and taken to Portugal to work as slaves on the sugar plantations and in the gold mines. Their music, dance and beliefs kept their spirits alive. A samba, the most popular dance in Brazil, is accompanied by the following instruments: the agogo (double metal bell); pandeiro (tambourine); and surdo (bass drum). The spirit of Carnivale, the biggest Brazilian festival, is expressed through "Maculele," a dance that originated in the 18th century sugar plantations.

The performance begins with the "Limpeza," a dance performed at the beginning of a Candomble ceremony that honors ancestors and the orixas - spirits of the natural world.

"Congole," a dance performed by the women, shows many popular Afro-Brazilian folkloric steps. The Berimbau, a one-stringed instrument of Angolan origin, accompanies a song, followed by the exciting "Capoeira," initially a form of self-defense disguised as a dance.

PREPARING FOR THE EXPERIENCE:

Brazil is the fifth largest country in the world, and it covers almost half of South America. The Atlantic Ocean touches its northern and eastern coasts, and ten neighboring countries share borders with Brazil. Brazilian geography is divided into five distinct regions: North; Northeast; West Central; Southeast and South. The North includes the infamous Amazon River basin; the Northeast includes tropical beaches and dry countryside; the West Central is isolated and sparsely populated; the Southeast contains forests and the Pantanal wetlands; the South includes grasslands, farms, and the country's largest waterfall - Iguaiu, but is also highly developed. Brazil's current capital is located in Brasilia in the southeast region. Its history can be traced back to the many Native American nations that first lived in what is now called Brazil. In the early 1500s, Brazil was colonized by Portugal. It remained a colony until it gained its formal independence in 1822. Millions of Africans from different countries were forced to build the new country, yet Brazil was the last country to formally abolish slavery in 1888. During the 1900s, the country struggled to emerge from the colonial period and build a new republic. While important steps were taken to build a democracy, Brazil fell prey to a military dictatorship that squelched public participation in the 1960s. Even today, when formal democratic institutions have been restored,

STATEMENT OF WORK

Dance

governmental corruption remains a problem. Portuguese is the official language of Brazil, yet the country is most famous for its ethnic and cultural diversity. Brazilian culture and language are influenced by its rich diversity as a crossroads for different African, European, Native American and Asian communities. The vitality of these different cultural currents can be felt in Brazil's music, dance, beliefs, and cuisine.

Brazil still has many difficult challenges ahead. It is struggling to overcome serious problems of poverty, illiteracy, poor health care, and inequality. This is now the task of the next generation to translate its natural and cultural resources into a more positive future. The world is enriched by having Brazilian music, dance and culture.

Deliverables:

- *Instructional Components:*
- *Arts Integration Partnerships* - Ten one-hour sessions per classroom in grades K-12.
- *Professional Development* – Customized to participating educators.
- *Music Center On Tour* – Each performance is 45-minutes in length.

- *Performance/Assemblies/Professional Development/ Exhibitions Components:* For *Arts Integration Partnerships*, there is an optional opportunity for the classes to perform for their peers and community at the end of the program.

- *Collaborative Planning/Meetings components:* For *Arts Integration Partnerships*, each group of classes (typically there are 4 classrooms per group) shall meet for a preliminary planning meeting, followed by collaborative planning time during the course of the residency, and concluding with an evaluation and assessment meeting.

- *Resources/Materials:* Provided by the Instructor and The Music Center

- *Transportation:* All instruction shall take place at the school site(s) or virtually, at the discretion of LAUSD

- *Special Requirements:* If in-person, the *Arts Integration Partnerships* space to accommodate a drum for each student (drums provided by Instructor). For Music Center On Tour, the performance specifications will be discussed between The Music Center and LAUSD.

- *Total Number of Schools Served:* The program will be responsive to school demand

- *Total Number of Students Served:* The program will be responsive to school demand

Programs shall include:

1. Instructional time with students taught by experienced teaching artists who have appropriate pedagogical content knowledge with the CA Arts Standards. May include Professional Development with teachers.
2. Appropriate planning time for greater coherence and collaboration at the school site level
3. Culmination events that demonstrate high professional and artistic standards and involve families, students, and school community members

STATEMENT OF WORK

Dance

4. Resources, materials, and transportation that expand an arts learning experience for students.

STATEMENT OF WORK

Dance

Requirements

The contractor shall:

1. Design and implement a program in Dance, Theatre, Music, Visual Arts, Film/Media Arts, and/or Creative Writing with focused arts education activities including residencies, workshops, master classes, performances, exhibitions to deepen and extend arts learning for students in the District. Programs shall need to adhere to a standards-based arts curriculum supported by the AEB's Arts Instructional Guides and the CA Arts Standards. Programs need to take into account and be relevant to students' life experience and culture and promote students' access to 21st century skills: creativity, problem solving, critical thinking and collaboration. Contractors are encouraged to articulate how their programs would support collaboration among classroom teachers, arts specialists and community arts partners.
2. Develop and provide materials and resources for students and teachers including arts based materials, curriculum resources, and transportation required for students. Contractor shall be responsible for providing the necessary equipment, materials, supplies, etc.
3. Meet the needs of all students, with varying abilities, through differentiated learning experiences, and represent the cultural and linguistic diversity of the District. Differentiation must be provided for all students, including, but not limited to English language learners, student with special needs, and students identified as gifted and talented.
4. Provide appropriate planning time in order to ensure successful collaboration at the school site between arts providers, classroom teachers, and administrators, and allow for adequate preparation for the school site prior to each event.
5. Make arrangements, monitor, and communicate with the Arts Education Branch on an ongoing basis to ensure successful implementation of programs; participate in two Professional Development opportunities provided by the Arts Education Branch in order to share and promote programs within the larger LAUSD education community.
6. Provide all instructional supplies and equipment necessary for full participation at no additional cost to the LAUSD community.
7. Arts partners shall not solicit private lessons to members of the LAUSD community for an additional fee or cost.
8. Arts partners must adhere to all deadlines, including, but not limited to work orders and invoices. Work orders received after the deadline may not be considered. Invoices received after the deadline may not be processed for payment.

STATEMENT OF WORK A-2

Music

9. Arts partners must take place in selected professional development coordinated by the Arts Education Branch.
10. All arts partners shall strive to enhance other arts opportunities offered by other arts partners and/or credentialed arts teachers at the schools. This shall include collaborative planning when sharing instructional space.

Program Evaluation

Evaluation of programs shall be conducted through site observations by staff from the Arts Education Branch. Participation in selected professional development coordinated by the Arts Education Branch

STATEMENT OF WORK A-2

Music

School Level: *K-12*

Art Discipline: *Music*

Program: Arts Integration Partnerships

SCOPE (Sample Program):

Music Center teaching artists work in classrooms to empower student creativity and develop their artistic, workforce and life skills. Arts Integration Partnerships deepen learning across the curriculum in collaboration with classroom teachers by combining dance, music, theatre, visual and media arts with content areas including English Language Arts, history, science and social emotional learning for students of all ages and abilities. These student workshops are aligned with the California Arts Standards, Common Core State Standards and Next Generation Science Standards.

One such program is led by teaching artist Andrew Grueschow, a LA-based percussionist with an interest in music the world over. He has traveled to Ghana, West Africa several times, studying the music of the Ewe and Dagombas, and recorded traditional drumming for Zdonu Records. Andrew is a member of the Hands On'Semble, an award-winning percussion ensemble, and the Zdonu African Music and Dance Company, featured on the "ALI" soundtrack. He has also performed with Adam Rudolph's "Go: Organic Orchestra", Lian Ensemble, and Vinny Golia's "Large Ensemble". Andrew has performed in Germany, Brazil, Ghana, Taiwan, and throughout the U.S.

Andrew's music workshops introduce students to the instruments, rhythms, and culture of the Ewe people in Ghana, West Africa. Students learn both simple and complex rhythm patterns that strengthen their musical perception and skill. They form a musical ensemble, incorporating traditional elements of Ghanaian culture, and basic musical concepts such as pulse, tempo, dynamics, and rhythmic patterns. The ensemble plays traditional instruments, and has the opportunity to view video excerpts of drummers and dancers from Ghana. Students are taught authentic musical signals, and may assume the role of "lead drummer" for the ensemble. Cultural aspects of music are also covered, such as geographic origins, names of instruments, and the role of music in Ghanaian society.

Sessions begin with unison playing of basic rhythmic patterns and follow with more complex patterns, such as call and response and polyrhythms. Basic dance and movement patterns are taught during the sessions. Throughout the workshop series, students reflect on what they have learned and make connections to other areas of the curriculum.

STATEMENT OF WORK A-2

Music

COURSE OBJECTIVES IN VISUAL AND PERFORMING ARTS:

Artistic Process:

Creating

Conceiving and developing new artistic ideas and work.

Anchor Standards

1. Generate and conceptualize artistic ideas and work.
2. Organize and develop artistic ideas and work.
3. Refine and complete artistic work.

Artistic Process:

Performing (dance, music, theatre)

Realizing artistic ideas and work through interpretation and presentation.

Presenting (visual arts)

Interpreting and sharing artistic work.

Producing (media arts)

Realizing and presenting artistic ideas and work.

Anchor Standards

4. Analyze, interpret, and select artistic work for presentation.
5. Develop and refine artistic work for presentation.
6. Convey meaning through the presentation of artistic work.

Artistic Process:

Responding

Understanding and evaluating how the arts convey meaning.

Anchor Standards

7. Perceive and analyze artistic work.
8. Interpret intent and meaning in artistic work.
9. Apply criteria to evaluate artistic work.

Artistic Process:

Connecting

Relating artistic ideas and work with personal meaning and external context.

Anchor Standards

10. Synthesize and relate knowledge and personal experiences to make art.
11. Relate artistic ideas and works with societal, cultural, and historical context to deepen understanding.

LESSONS

The program shall be based on and adapted from the following sequence of lessons:

ONE –Music of Ghana

Outcome: Demonstrate their understanding of Gota rhythm, lead drum signals, and ensemble music making.

Skills: Play Gota, a traditional piece of music from Ghana, West Africa, as an ensemble.

Task -Student will be able to:

- Play traditional instruments as an ensemble

STATEMENT OF WORK A-2

Music

- Follow lead drum signals to perform Gota

TWO –Patterns in Music

Outcome: Recognize and explain the function of polyrhythm in Ghanaian music.

Skills: Perform Gota polyrhythm as an ensemble.

Task -Students will be able to:

- Identify the musical concept of poly-rhythm
- Practice playing multiple rhythms as an ensemble

THREE –Music & Movement

Outcome: Experience and discuss the connecting between music and dance in traditional Ghanaian culture.

Skills: Dance Gota holding step accompanied by Gota polyrhythm.

Task -Students will be able to:

- Connect music and movement as an ensemble
- Bring focus and energy to traditional dance movements

FOUR –Ghanaian Dancing

Outcome: Identify connections between Ghanaian dance movements and village life.

Skills: Perform Gota dance sequence with Gota polyrhythm.

Task -Students will be able to:

- Describe and experience the exchange of energy between dancers and musicians

FIVE –Completing the Piece

Outcome: Evaluate and refine Gota performance.

Skills: Perform Gota with music and dance components, and discuss improvements.

Task -Students will be able to:

- Articulate the importance of practice
- Identify areas for improvement

SIX –Culture of Ghana

Outcome: Identify and discuss the role of music and dance in Ghanaian culture.

Skills: View/discuss video footage of village performance in Ghana.

Task -Students will be able to:

- Explore various aspects of Ghanaian culture
- Evaluate own performance based on own dancing/drumming

SEVEN –Songs in Ghana

Outcome: Discuss origins, place, and purpose of songs in Ghanaian culture.

Skills: Sing a song from Ghana, with gankogui accompaniment.

Task -Student will be able to:

- Practice call & response between song leader and chorus
- Recall translation of song

EIGHT –Mane (Calabash)

Outcome: Experience variety of musical instruments from Ghana.

Skills: Play traditional Mane patterns in sequence.

Task -Student will be able to:

- Play Mane rhythms in unison
- Compare and contrast Mane patterns with Gota rhythms

NINE –Rehearsal

STATEMENT OF WORK A-2

Music

Outcome: Practice, critique, and refine Gota drumming & dancing, and Mane playing.

Skills: The rigor of preparing for a performance, and the value of repetition and practice.

Task -Student will be able to:

- Apply constructive critique to improve their performance

TEN –Open Studio/Performance

Outcome: Perform Gota drumming & dancing, Mane patterns, and song from Ghana.

Task -Student will be able to:

- Maintain strong focus and energy
- Display teamwork through ensemble
- Accurately perform music & dance elements

California Arts Standards:

Creating

- 1: Generate and conceptualize artistic ideas and work
- 2: Organize and develop artistic ideas and work
- 3: Refine and complete artistic work

Performing

- 4: Select, analyze, and interpret artistic work for presentation
- 5: Develop, and refine artistic techniques and work for presentation

Program: Professional Development

SCOPE (Sample Program):

The Music Center's professional development for educators focuses on arts integration strategies for grades PreK-12 teachers in dance, media arts, music, theatre, and visual arts at school sites and at The Music Center. Teachers learn creative and effective approaches to integrate the arts into their content areas. Lessons and experiences are rooted in the California Arts Standards, Common Core, 21st Century Learning Skills and Social Emotional Learning. We seek to expand on current teaching models, including strengthening school learning communities, advancing best practices, and fostering interdisciplinary collaboration and lesson planning. Here is the outline for one such program:

Creating Body Percussion Patterns

Teaching Artist – Andrew Grueschow

Session Outcomes:

Participants will be able to:

- Discuss way the arts can support Social Emotional Learning
- Explore strategies to begin making music with classroom instruments
- Compose and play four-beat rhythmic patterns
- Use Indian drumming syllables to speak rhythms
- Explore various body percussion sounds
- Apply body percussion to composed rhythmic patterns

STATEMENT OF WORK A-2

Music

- Create and teach body percussion patterns

Introduction

(Google Doc. in Zoom Chat)

- Name
- Grade level
- Comfort with Arts Integration/Music

Tech Check In & Protocols

(Live Zoom)

- Tech check in to maximize remote learning experience
- Protocols for effective participation in remote PD

Social Emotional Learning – Overview

(PowerPoint Screen Share)

- Core Competencies
- Skills
- Power of the Arts to engage SEL

Body Percussion Patterns

(Live Zoom)

Task: Lead participants in call & response body percussion patterns with words.

Criteria

- Pattern must be four beats long
- Maintain a steady tempo
- Accurately copy body percussion sounds
- Take turns playing pattern and listening to leader

Progression of steps

- Create a rhythmic pattern, which you can duplicate with words.
 - (Let's all play to-ge-ther)
- Demonstrate selected rhythmic pattern for students, asking them to listen rather than join.
- Start saying the words to accompany your body percussion
- Explain that you will take turns, sending the pattern back and forth
- Ask students to say the words to accompany their body percussion. With lower grades it's often best to start just chanting the words, and then adding the body percussion
- Start the group by performing the body percussion pattern once while saying the words, and then allow students to respond

STATEMENT OF WORK A-2

Music

Task: Lead participants in playing ostinato body percussion pattern

Criteria

- Pattern must be four beats long
- Maintain a steady tempo
- Say the words while playing pattern
- Leader starts and stops pattern with signals

Progression of steps

- Create a rhythmic pattern, which you can duplicate with words.
- Demonstrate the selected rhythmic pattern using body percussion, asking students to listen rather than join
- Start saying the words to accompany your body percussion pattern
- Explain that you will perform the pattern once, and then everyone will join you with body percussion and speaking over and over again, until you give the signal to stop (holding hands together over head)

Key Vocabulary:

Beat, ostinato, call & response, rhythm, body percussion

Assessment Strategies:

Think-Pair-Share & Group discussion: “What cross-curricular skills are developed by these music activities?” “What are the key ideas the facilitator should focus on?”

YouTube Body Percussion Clips

(YouTube – Screen share & Google Doc. in Zoom Chat)

- Keith Terry, Body Avlaia Group, STOMP
- Feedback – What did you notice? (Google Doc.)

Composing & Playing Rhythms

(Live Zoom & Zoom Whiteboard)

Task: Use Indian drumming syllables and standard notation to create, write, and play four-beat rhythms

Criteria:

- Select TA (quarter note), TA KA (eighth notes), TA KA DI MI (sixteenth notes) or rest (quarter note rest) for each beat when creating the rhythm
- Rhythm will be four beats in length, written with standard notation
- Maintain a steady tempo when speaking or playing the rhythm
- Speak or play the rhythm accurately
- Start and stop playing the rhythm following appropriate signals

Task: Play various ostinato rhythms, while applying body percussion (Modeling final activity)

Criteria:

- Creative use of body percussion sounds

STATEMENT OF WORK A-2

Music

- Maintain a steady tempo
- Leader starts and stops pattern with signals

Key Vocabulary: Steady Beat, Tempo, Rhythm, Ostinato, Call & Response, Conducting, Ensemble

Assessment Strategies:

- Think-Pair-Share & Group discussion: “What similarities are there between reading words and reading music?”

Create your own body percussion pattern

(Individual - Camera & Mic off)

Task: Create your own body percussion pattern

Criteria:

- Select TA (quarter note), TA KA (eighth notes), TA KA DI MI (sixteenth notes) or rest (quarter note rest) for each beat when creating the rhythm
- Rhythm will be four beats in length
- Select various body percussion sounds for your pattern
- Practice your pattern
- Play your pattern as an ostinato
- Maintain a steady tempo when playing your pattern
- Try speaking and playing you pattern at the same time

Teach Your body percussion pattern

(Live Zoom Break Out Rooms – Groups of 3)

Task: Teach your own body percussion pattern to the other participants in your group

Progression:

- Demonstrate your pattern to the group
- Speak your pattern “call & response” with the group
- Play your body percussion pattern “call & response” with the group
- Lead your group in playing your body percussion pattern as an ostinato

Volunteers share out their created pattern (Whole Group Live Zoom)

Arts Integration Ideas

(Live Zoom)

- Adding language to our body percussion patterns
 - Classroom content
- Layering various body percussion patterns

STATEMENT OF WORK A-2

Music

Reflection

(Live Zoom & Screen Share)

SEL

- How did our music making engage SEL skills?
- Deconstruct the process of teaching others your pattern through SEL
- What challenges come to mind for facilitating this process with your students?

Closing

California Arts Anchor Standards for Music:

Creating

- 1: Generate and conceptualize artistic ideas and work
- 2: Organize and develop artistic ideas and work
- 3: Refine and complete artistic work

Performing

- 4: Select, analyze, and interpret artistic work for presentation
- 5: Develop, and refine artistic techniques and work for presentation

Curriculum Integration

- Language Arts: Auditory discrimination, nuance, interpretation, aesthetic experience
- Math: Pattern, Sequence, Ratio/Proportion, logic
- Parallel Processes: Tracking, decoding, looking ahead, focus, listening

Social Emotional Learning:

Skills & Strategies-

- *Growth Mindset*
 - Take on new challenges
 - Allow multiple attempts
 - Accept feedback and critique
 - Practice
- *Self-Efficacy*
 - Motivation to succeed
 - Self-evaluation
 - Construct goals that are challenging and proximal
 - Three C's: Collaborate, Create, Choose
- *Self-Management*
 - Self-confidence
 - Adaptability
 - Self-regulation, self-control
 - Motivation
 - Accurate self-assessment
- *Social-Awareness*
 - Listen with attention
 - Respond appropriately

STATEMENT OF WORK A-2

Music

- Collaboration and cooperation
- Team capabilities

Program: Music Center On Tour

SCOPE (Sample Program):

A long-standing arts education program, The Music Center on Tour presents educational performing arts assemblies that invite students into the world of dance, music, theatre and storytelling. Our high-energy and engaging digital performances provide students with rich experiences. Each presentation includes customized curriculum in alignment with the California Arts Standards that is designed to complement and deepen what students are learning in the classroom carried across cultures, styles and content areas.

The Music Center On Tour is offering its high-energy and engaging experiences digitally with The Music Center On Tour: Online. In-person performances and assemblies are now being offered on a case-by-case basis.

The Music Center on Tour performances serve as models of artistic excellence, inspiring creative thinking and introducing young audiences to the world's diverse cultural traditions. Our artists represent and celebrate the finest artistic contribution of the world's cultures – from the colorful regional dances of Mexico to the exquisite music of China, from the pulsating rhythms of Brazil to the golden harmonies of 20th century America.

More than 70 performances in music, dance, theatre, and storytelling are available from an internationally acclaimed roster of artists who have been seen across the globe in films, theaters, concert halls, television shows, and museums.

The Music Center on Tour school assemblies are designed to complement and enhance what students are learning in the classroom through meaningful curriculum connections and universal themes that carry across cultures, styles, and content areas. Assemblies include written teacher preparation materials that contain background information on the artist and specific performances, as well as pre- and post-performance activities for the classroom and connections to multiple curricular areas. Here is one such program:

TAIKOPROJECT

MEET THE ARTIST:

TAIKOPROJECT was founded in 2000 in Los Angeles, California by a group of young, emerging taiko drummers led by Bryan Yamami and Masato Baba. The group continues to refine their unique style of taiko performance, blending traditional forms with an innovative and fresh aesthetic. The members of the ensemble were born and raised in the United States, and grew up listening to American popular music which has been a major influence on their work. They first made waves when they became the first American taiko group to win the prestigious Tokyo International Taiko Con-test in 2005. The full group currently consists of 18 members and has performed on the Academy Awards, the Grammy Awards, NBC's The Voice, Syfy's Face/Off, The X-Factor, Conan, Jimmy Kimmel Live, The Late Late Show with James Corden, Food Network's Iron Chef Gauntlet, and the iHeartRadio Music Festival, along with supporting numerous artists such as 30 Seconds to Mars, Stevie Wonder, Usher, Alicia Keys, A.R. Rahman, John Legend, and Kanye West.

STATEMENT OF WORK A-2

Music

ABOUT THE PERFORMANCE:

TAIKOPROJECT presents an interactive and dynamic introduction to the music, history, and art of taiko. The program features songs interspersed with specific aspects of how tai-ko has made its way from Japan to modern day America. The audience is also given a view into how the drums are constructed and the craftsmanship involved. The group gives insight into the contemporary approach used to create and play taiko music today. Beside the main taiko drums, there are also metal percussion instruments played, including the atarigane, a small circular brass gong, and small brass cymbals, called chappa. In addition, there are two wind instruments-the shinobue, or bamboo flute, and the horagai, a giant seashell with a mouthpiece. The audience is also given an opportunity to learn a taiko pattern, called an oroshi and learn the verbal sounds that match the rhythmic pattern. This begins with a short vocal "call and response" pattern called kiai. Toward the end of the program, students and teachers have the opportunity to come up to the stage and play the taiko. The performance concludes with a dynamic song called "Many Sides." It demonstrates a modern style of taiko from Tokyo, Japan, and includes choreography and improvisation.

PREPARING FOR THE EXPERIENCE:

Originating from Japan, taiko was first used by farmers who would strike the drum in hopes that the sound would bring rain for their crops to grow. The deep rumble of the drum, when struck, resembled the sound of thunder. Many villages even determined their boundaries by the distance the sound of the drum could carry. Taiko was also used as part of ceremonial and religious events and later was used in traditional Japanese theatre and music.

Taiko drums are handmade and a single, medium-sized drum can take as long as 40 hours to make. It is believed that the spirit of the trees from which the wood came, as well as the drum makers and performers, come to embody each drum. Movement is an integral part of taiko, requiring each musician to use his/her body in connection with the drum and its sound to communicate.

The style of group taiko drumming known as "kumidaiko," often seen today, has existed for over a half century and is considerably new when compared to the long history and evolution of taiko. In the 1950s Daiha-chi Oguchi, a Japanese jazz drummer trained in western music, visited a temple in Japan and found ancient Japanese sheet music. Instead of playing the music by himself, he decided he wanted to split up the parts and play them on the various taiko drums with a group of musicians. Thus, a new style of playing taiko with an ensemble, "kumidaiko," was born.

This style first made its way to America in 1968 by a Japanese man named Seiichi Tanaka. He founded the first taiko group in America, called San Francisco Taiko Dojo, still a very active taiko group. Around the same time in Los Angeles, a group of third-generation Japanese Americans were looking for a way to express their cultural heritage, and started playing a form of taiko they found at their local temple. They started a group called Kinnara Taiko. From these first two groups, taiko started spreading all over the United States and today there are over 200 taiko groups across the country. Just like any other art form, taiko continues to grow and evolve.

Deliverables:

- *Instructional Components:*
- *Arts Integration Partnerships* - Ten one-hour sessions per classroom in grades K-12.
- *Professional Development* – Customized to participating educators.
- *Music Center On Tour* – Each performance is 45-minutes in length.

STATEMENT OF WORK A-2

Music

- *Performance/Assemblies/Professional Development/ Exhibitions Components:* For *Arts Integration Partnerships*, there is an optional opportunity for the classes to perform for their peers and community at the end of the program.
- *Collaborative Planning/Meetings components:* For *Arts Integration Partnerships*, each group of classes (typically there are 4 classrooms per group) shall meet for a preliminary planning meeting, followed by collaborative planning time during the course of the residency, and concluding with an evaluation and assessment meeting.
- *Resources/Materials:* Provided by the Instructor and The Music Center
- *Transportation:* All instruction shall take place at the school site(s) or virtually, at the discretion of LAUSD
- *Special Requirements:* If in-person, the *Arts Integration Partnerships* space to accommodate a drum for each student (drums provided by Instructor). For Music Center On Tour, the performance specifications will be discussed between The Music Center and LAUSD.
- *Total Number of Schools Served:* The program will be responsive to school demand
- *Total Number of Students Served:* The program will be responsive to school demand

Programs shall include:

5. Instructional time with students taught by experienced teaching artists who have appropriate pedagogical content knowledge with the CA Arts Standards. May include Professional Development with teachers.
6. Appropriate planning time for greater coherence and collaboration at the school site level
7. Culmination events that demonstrate high professional and artistic standards and involve families, students, and school community members
8. Resources, materials, and transportation that expand an arts learning experience for students.

STATEMENT OF WORK A-2

Music

Requirements

The contractor shall:

11. Design and implement a program in Dance, Theatre, Music, Visual Arts, Film/Media Arts, and/or Creative Writing with focused arts education activities including residencies, workshops, master classes, performances, exhibitions to deepen and extend arts learning for students in the District. Programs shall need to adhere to a standards-based arts curriculum supported by the AEB's Arts Instructional Guides and the CA Arts Standards. Programs need to take into account and be relevant to students' life experience and culture and promote students' access to 21st century skills: creativity, problem solving, critical thinking and collaboration. Contractors are encouraged to articulate how their programs would support collaboration among classroom teachers, arts specialists and community arts partners.
12. Develop and provide materials and resources for students and teachers including arts based materials, curriculum resources, and transportation required for students. Contractor shall be responsible for providing the necessary equipment, materials, supplies, etc.
13. Meet the needs of all students, with varying abilities, through differentiated learning experiences, and represent the cultural and linguistic diversity of the District. Differentiation must be provided for all students, including, but not limited to English language learners, student with special needs, and students identified as gifted and talented.
14. Provide appropriate planning time in order to ensure successful collaboration at the school site between arts providers, classroom teachers, and administrators, and allow for adequate preparation for the school site prior to each event.
15. Make arrangements, monitor, and communicate with the Arts Education Branch on an ongoing basis to ensure successful implementation of programs; participate in two Professional Development opportunities provided by the Arts Education Branch in order to share and promote programs within the larger LAUSD education community.
16. Provide all instructional supplies and equipment necessary for full participation at no additional cost to the LAUSD community.
17. Arts partners shall not solicit private lessons to members of the LAUSD community for an additional fee or cost.
18. Arts partners must adhere to all deadlines, including, but not limited to work orders and invoices. Work orders received after the deadline may not be considered. Invoices received after the deadline may not be processed for payment.

STATEMENT OF WORK

Theatre

19. Arts partners must take place in selected professional development coordinated by the Arts Education Branch.
20. All arts partners shall strive to enhance other arts opportunities offered by other arts partners and/or credentialed arts teachers at the schools. This shall include collaborative planning when sharing instructional space.

Program Evaluation

Evaluation of programs shall be conducted through site observations by staff from the Arts Education Branch. Participation in selected professional development coordinated by the Arts Education Branch

STATEMENT OF WORK

Theatre

School Level: *K-12*

Art Discipline: *Theatre*

Program: Arts Integration Partnerships

SCOPE (Sample Program):

Music Center teaching artists work in classrooms to empower student creativity and develop their artistic, workforce and life skills. Arts Integration Partnerships deepen learning across the curriculum in collaboration with classroom teachers by combining dance, music, theatre, visual and media arts with content areas including English Language Arts, history, science and social emotional learning for students of all ages and abilities. These student workshops are aligned with the California Arts Standards, Common Core State Standards and Next Generation Science Standards.

One such program is led by teaching artist David Guerra, an award-winning actor, director, teaching and performing artist. Born in Los Angeles, he earned an Associate in Arts degree from East Los Angeles College; then, graduated with honors and distinction from the University of California, Santa Barbara, with a Bachelor of Fine Arts in Theatre. He has worked and collaborated with many respected Institutions and organizations in Southern California. These include: The Music Center; Center Theatre Group; Geffen Playhouse; Theatre Movement Bazaar; Wallis Annenberg Center for the Performing Arts; Skirball Cultural Center; Boxtales Theatre Company; and The Unusual Suspects Theatre Company.

David has many stage and film credits. A few of his favorite stage credits are: Grail Project, a three-time Ovation Awards winner (Direction of a Play, Choreography, and Acting Ensemble of a Play); Edinburgh Festival Fringe '14, '15, '18 with three different Theatre Movement Bazaar productions; and the Hollywood Fringe Festival '13 and '19. As an actor, David has also toured internationally, including China, Shanghai, Beijing '16, and Mexico. He has been featured in many plays, too numerous to mention, and is a company member of Theatre of NOTE. Some of his film and television credits include: Where the Sky is Born; Committed, Cargo; La Rosa y El Gato, Flor de Naranja, Diagnosis X and Untold Stories of the ER.

Mr. Guerra transforms each classroom into a theatre space, creating a level playing field for both the arts and academia. He guides students toward building empathy for both the characters they portray, and for each other. Most classes begin with improvisation and develop into works which are developed, rehearsed and performed. As part of this process, students discuss and critique their work, revise, and work toward a culminating presentation for an invited audience.

His theatre workshops are focused on empowering both youth and adults to write and perform original plays. He guides them in ensemble work, a core value in both professional theatre and early childhood education. Working as an ensemble contributes to the overall goal of becoming lifelong learners. Students reimagine stories and concepts drawn from their studies and personal lives. Through this collaborative, artistic process, students gain skills in character analysis, improvisation, mask work, movement, music, and dramatic structure. Participants of all ages learn teamwork and interdependence while practicing and strengthening the skills they will need to become writers,

STATEMENT OF WORK

Theatre

performers and artists.

COURSE OBJECTIVES IN VISUAL AND PERFORMING ARTS:

Artistic Process:

Creating

Conceiving and developing new artistic ideas and work.

Anchor Standards

1. Generate and conceptualize artistic ideas and work.
2. Organize and develop artistic ideas and work.
3. Refine and complete artistic work.

Artistic Process:

Performing (dance, music, theatre)

Realizing artistic ideas and work through interpretation and presentation.

Presenting (visual arts)

Interpreting and sharing artistic work.

Producing (media arts)

Realizing and presenting artistic ideas and work.

Anchor Standards

4. Analyze, interpret, and select artistic work for presentation.
5. Develop and refine artistic work for presentation.
6. Convey meaning through the presentation of artistic work.

Artistic Process:

Responding

Understanding and evaluating how the arts convey meaning.

Anchor Standards

7. Perceive and analyze artistic work.
8. Interpret intent and meaning in artistic work.
9. Apply criteria to evaluate artistic work.

Artistic Process:

Connecting

Relating artistic ideas and work with personal meaning and external context.

Anchor Standards

10. Synthesize and relate knowledge and personal experiences to make art.
11. Relate artistic ideas and works with societal, cultural, and historical context to deepen understanding.

LESSONS

The program shall be based on and adapted from the following sequence of lessons:

STATEMENT OF WORK

Theatre

ONE –Playwriting and Ensemble

Outcome: Students will be able to sequence a story using tableaux.

Skills: Define “ensemble”; teamwork, understand beginning middle and end, dialogue.

Task–Students will perform a story in three tableaux.

TWO–Creating Human Character Profiles

Outcome: Students will create a character profile.

Skills: Character traits, physicality, voice projection.

Task –Students will answer questions about their character posed to them by the class.

THREE –Reading a Play-Improv

Outcome: Students will create dialogue.

Skills: Define, “cold read,” read a professional play and learn how to do improvisation.

Task –Students perform original dialogue inspired by the professional play for the audience.

FOUR –Improvisation

Outcome: Students will create scenes using original dialogue.

Skills: Improvisation, “writing on your feet,”ability to say, “YES/AND.”

Task –Perform scenes for the class in proper play format.

FIVE–Playwriting Day 1

Outcome: Students willselect play ideas and identify the play’s theme of TRANSFORMATION.

Skills: Define “logline,” summarize play in one sentence, discuss transformation, and reinterpret stories through playwriting.

Task –Pitch your logline and identity three key scenes.

SIX–Playwriting Day 2

Outcome: Students will write the first draft of their play in assigned groups.

Skills: Split into groups, identify characters for their play, create dialogue through improvisation.

Task –Perform then write first scene of play in proper format.

SEVEN–Playwriting Day 3

Outcome: Students will continue to refine their draft of their plays.

Skills: Define “parenthetical” and “TIME, PLACE and AT RISE,” conflict, rising action, five W’s, dramatic outline.

Task –Perform/refine draft of the play.

EIGHT –Playwriting Day 4

Outcome: Students will complete their plays in their assigned groups.

Skills: Define, “staged-reading,” on this day students will finish their plays and make final revisions as necessary. Task –Perform play within a five-minute period.

NINE–Rehearse Staged Reading

Outcome: Students will practice a “run-through” of their play integrating all the skills learned to perform.

Skills: Define “run-through” and “curtain call,” sequence of performance.

Task –Rehearse and “run-through” all plays with “curtain call.”

STATEMENT OF WORK

Theatre

TEN–Staged Reading Performance

Outcome: Students will perform a “staged-reading” of their plays for an audience of peers and parents.

Skills: Learn commitment, enthusiasm, pride, confidence and teamwork.

Task –Showtime!

CA Arts Standards

Performing: Realizing artistic ideas and work through interpretation and presentation

Anchor Standard 4: Analyze, interpret, and select artistic work for presentation.

3.TH:Pr4 b. Explore how movement and voice are incorporated into drama/theatre work.

5.TH:Pr4 a. Describe the underlying thoughts and emotions that create dialogue and action in a drama/theatre work.

Anchor Standard 5: Develop and refine artistic work for presentation.

1.TH:Pr5 a. With prompting and supports identify and understand that physical movement is fundamental to guided drama experiences.

2.TH:Pr5 a. Demonstrate the relationship between and among body, voice, and mind in a guided drama experience.

5.TH:Pr5 a. Choose acting exercises that can be applied to a drama/theatre work.

Responding: Understanding and evaluating how the arts convey meaning

Anchor Standard 8: Interpret intent and meaning in artistic work.

1.TH:Re8 c. Explain or use text and pictures to describe how personal emotions and choices compare to the emotions and choices of characters in a guided drama experience.

5.TH:Re8 c. Investigate the effects of emotions on posture, gesture, breathing, and vocal intonation in a drama/theatre work.

Connecting: Relating artistic ideas and work with personal meaning and external content.

Anchor Standard 10: Synthesize and relate knowledge and personal experiences to make art.

3.TH:Cn10 Use personal experiences and knowledge to make connections to community and culture in a drama/theatre work.

5.TH:Cn10 Explain how drama/theatre connects oneself to a community or culture.

Anchor Standard 11: Relate artistic ideas and works with societal, cultural, and historical context to deepen understanding.

1.TH:Cn11.1 b. Use active listening skills to participate in and observe a guided drama experience.

2.TH:Cn11.2 b. Collaborate on the creation of a short scene based on a non-fiction literary source in a guided drama experience.

THE CALIFORNIA ENGLISH LANGUAGE DEVELOPMENT STANDARDS

Part 1: Interacting in Meaningful Ways

A: Collaborative

1.Exchanging information and ideas with others through oral collaborative discussions on a range of social and academic topics

Contribute to conversations and express ideas by asking yes-no and wh- questions and responding using short phrases

Contribute to class, group, and partner discussions, including sustained dialogue, but following turn-taking rules, asking relevant questions, affirming others, and adding relevant information

STATEMENT OF WORK

Theatre

Contribute to class, group, and partner discussions, including sustained dialogue, by following turn-taking rules, asking relevant questions, affirming others, adding relevant information, building on responses, and providing useful feedback

2. Interacting via written English (print and multimedia)

Collaborate with peers on joint writing projects of short informational and literary texts, using technology where appropriate for publishing, graphics, and the like.

Collaborate with peers on joint writing projects of longer informational and literary texts, using technology where appropriate for publishing, graphics, and the like.

Collaborate with peers on joint writing projects of a variety of longer informational and literary texts, using technology where appropriate for publishing, graphics, and the like.

3. Offering opinions and negotiating with or persuading others

Negotiate with or persuade others in conversations using basic learned

phrases (e.g., I think . . .), as well as open responses, to express and defend opinions

Negotiate with or persuade others in conversations using an expanded set of learned phrases (e.g., I agree with X, but . . .), as well as open responses, to express and defend nuanced opinions, to provide counterarguments, and so on.

Negotiate with or persuade others in conversations using a variety of learned phrases (e.g., That's a good idea. However . . .), as well as open responses to express and defend nuanced opinions, to provide counterarguments, elaborate on an idea, and so on.

B: Interpretive

5. Listening Actively Demonstrate active listening of read-alouds and oral presentations by asking and answering basic questions, with prompting and substantial support

Demonstrate active listening of read-alouds and oral presentations by asking and answering basic questions, with occasional prompting and moderate support

Demonstrate active listening of read-alouds and oral presentations by asking and answering detailed questions, with minimal prompting and light support

Program: Professional Development

SCOPE (Sample Program):

The Music Center's professional development for educators focuses on arts integration strategies for grades PreK-12 teachers in dance, media arts, music, theatre, and visual arts at school sites and at The Music Center. Teachers learn creative and effective approaches to integrate the arts into their content areas. Lessons and experiences are rooted in the California Arts Standards, Common Core, 21st Century Learning Skills and Social Emotional Learning. We seek to expand on current teaching models, including strengthening school learning communities, advancing best practices, and fostering interdisciplinary collaboration and lesson planning. Here is the outline for one such program:

**Teaching Artist: Peter Kors
Theatre**

STATEMENT OF WORK
Theatre

IMAGES STIR THE IMAGINATION AND COMMUNICATE IDEAS

Big Idea: WE ALL SHARE A COMMON LANGUAGE – VISUAL IMAGES

Essential Question: How would you explain the shift from words to using images in the way we communicate?

CONCEPT

Young children will create and perform in response to images in the way that actors respond to a written text

ELEMENTS AND SKILLS OF ART FORM

Attention Concentration Observation

Imagination Interpretation

Sequencing

Performance

PARTICIPANT OUTCOMES

Participants will:

- Name animals presented on the screen
- Choose verbs to describe the way the animal moves (walk, swim, etc.)
- Choose adjectives and adverbs to describe the way the animal moves (gracefully, comically, etc.)
- Choose nouns to describe the where the animal lives
- Create and present a story using images and narration

PROGRESSION OF CONTENT, SKILLS AND TASKS

Story: Anansi's Quest – with cliffhanger ending

Anticipatory Set: "Create a "Live Emoji"

- I guide participants through the exercise of picking "Live Emojis" out of our personal bag of emojis
- Participants look at emoji site for 15 seconds and choose an emoji that fits their mood and copy it to create a "Live Emoji"
- **Raise your hand** if you want to share your Living Emoji
- **Rada will pick** three participants to share their Living Emoji

Assessing Prior Knowledge

- Of what value is theatre in education?
- In your experience in the classroom how do young children react when they see pictures of animals?
- **Raise your hand** if you want to share your answer

STATEMENT OF WORK

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- **Rada will pick** three from participants who raised their hands to answer each question

Getting Smarter:

1. The mirror: I guide the participants through the mirror exercise
2. Beginning with simple, slow, abstract movements
3. Continuing with movements of the animals we will be viewing later
4. Scrutinize and identify images of animals (from "Large as Life") You will pick one of these animals for
your story
5. View videos of the animals
6. In chat, while watching videos, Rada will write a question for each animal (example: how does a butterfly move?) make a list of verbs, adjective and adverbs to answer that question:
 - a. The way each animal moves (walk, swim, etc.)
 - b. How each animal moves (slow, fast, etc.)
7. Using hands, upper bodies and arms move like the animal
8. Incorporate these qualities into using your hands and upper bodies to move like the animals
9. Revisit looking at the images of animals
10. In chat, while watching images, Rada will write a question for each animal (example: where does the whale live, etc.) make a list of nouns and adjectives to answer that question
11. Do *Chee Chee Cha Cha*
12. Learn three plot lines, one of which you'll use for your final task. They are:
 1. **Overcoming the monster:** hero goes out to slay a monster to save the world, meets a wise person who gives them something magical to defeat the monster. Hero slays monster and comes back victorious (*Harry Potter, Lord of the Rings*)
 2. **Rags to riches:** hero starts out insignificant and leaves their home for a strange land where they meet a magical person who transforms them into something totally amazing. Hero returns home where everybody falls in love with them. (*Ugly Duckling, Aladdin*)
 3. **Voyage and return:** hero falls out the normal world into a dangerous but beautiful world. After a while hero manages to escape all the dangers and finds their way home safely. (*Alice in Wonderland, Finding Nemo*)

Model how to do final task with the Rags to Riches story line. Use this storytelling format:

1. Start with a picture of the hero of the story: say "Picture number **1**, once there was a butterfly who
wanted to be rich . . . "
2. Continue say: "Picture number **5**, but on the way, she met the owl who said she needed . . . "
3. Continue say: "Picture number **4**, so she went to the tiger who gave her what she needed."
4. Continue say, "Picture # **5**, and she flew back to the owl, gave her the password, and she flew into
the ocean . . . "

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5. Continue to say: "Picture number **3**. She asked the whale how to be rich . . ."
6. Finish say: "Picture number **1**, so she went home to find . . ."

Becoming an Expert

TASK: Create a story based on a plot line given above in small groups

Decide on the plot you want to use

Pick a narrator or narrators

CRITERIA:

- Minimum of 5 panels, **LIKE A CARTOON STRIP**
 1. **Each panel** should have attributes taken from chat, for instance, "the tiger runs gracefully through the tall grass," "the whale swam slowly through the blue ocean," etc.
 2. **Use the first panel** to show us a picture of the hero to tell us who the story is about, where the hero lives and what the adventure/journey is about (use plot line 1, 2 or 3)
 3. **Use the next 3 panels** to show **who the hero meets on the journey and whether they are helpful or hurtful to the hero**. Tell us the details like a storyteller, using the attributes from chat, or make up some of your own
 4. **On the last panel, go back to the first image** and tell us how the adventure ended and how the hero has been changed.

Divide the class into groups of 10 – **BREAK OUT ROOMS**

SHARING:

One we are back in gallery view, Monk or Rada will pick a group who to share

JUST DESERTS: The ending of "Anansi's Quest."

Making Connections

- How can we educate our students to fully engage and successfully function in a world where visual communication has become the norm?
- How do you connect this to language learning?
- Has anything been added to your knowledge of telling stories that uses images as well as texts?
- Did you discover anything in our workshop that might explain the spectacular global rise in visual communication?

CURRICULUM INTEGRATION PK.TH.Cr1

- a. With prompting and supports, transition between imagination and reality in dramatic play or a guided drama
- b. Experience. a. With prompting and supports, invent and inhabit an imaginary elsewhere in dramatic play or a guided drama experience.

CALIFORNIA ARTS STANDARDS

CREATING

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K.TH: Cr1

- a. With prompting and supports, invent and inhabit an imaginary elsewhere in dramatic play or a guided drama experience.

K.TH: Cr2

- a. With prompting and supports, interact with peers and contribute to dramatic play or a guided drama experience.
- b. With prompting and supports, express original ideas in dramatic play or a guided drama experience.

K.TH: CR3

- a. With prompting and supports, ask and answer questions during dramatic play or a guided drama experience.

PERFORMING

K. TH: PR4

- a. With prompting and supports, identify characters and setting in dramatic play or a guided drama experience.

K.TH: PR5

- a. With prompting and supports, understand that voice and sound are fundamental to dramatic play and guided drama experiences.
- b. With prompting and supports, explore and experiment with various technical theatre elements in dramatic play or a guided drama experience.

K.TH: PR6

- c. With prompting and supports, use voice and sound in dramatic play or a guided drama experience and share with others.

RESPONDING

K TH RE8

- a. With prompting and supports, name and describe settings in dramatic play or a guided drama experience.

K TH RE9

- a. With prompting and supports, discuss and make decisions with others in dramatic play or a guided drama experience.

CONNECTING

K TH: CN11.1

- a. With prompting and supports, use listening skills to participate in and observe a guided drama experience.

K TH: Cn 11.2

- a. With prompting and supports, identify stories that are different from one another in dramatic play or a guided drama experience.
- b. With prompting and supports, tell a story in dramatic play or a guided drama experience

Program: Music Center On Tour

SCOPE (Sample Program):

A long-standing arts education program, The Music Center on Tour presents educational performing arts assemblies that invite students into the world of dance, music, theatre and storytelling. Our high-energy and engaging digital performances provide students with rich experiences. Each presentation includes customized curriculum in alignment with the California Arts Standards that is designed to

STATEMENT OF WORK
Theatre

complement and deepen what students are learning in the classroom carried across cultures, styles and content areas.

The Music Center On Tour is offering its high-energy and engaging experiences digitally with The Music Center On Tour: Online. In-person performances and assemblies are now being offered on a case-by-case basis.

The Music Center on Tour performances serve as models of artistic excellence, inspiring creative thinking and introducing young audiences to the world's diverse cultural traditions. Our artists represent and celebrate the finest artistic contribution of the world's cultures – from the colorful regional dances of Mexico to the exquisite music of China, from the pulsating rhythms of Brazil to the golden harmonies of 20th century America.

More than 70 performances in music, dance, theatre, and storytelling are available from an internationally acclaimed roster of artists who have been seen across the globe in films, theaters, concert halls, television shows, and museums.

The Music Center on Tour school assemblies are designed to complement and enhance what students are learning in the classroom through meaningful curriculum connections and universal themes that carry across cultures, styles, and content areas. Assemblies include written teacher preparation materials that contain background information on the artist and specific performances, as well as pre- and post-performance activities for the classroom and connections to multiple curricular areas. Here is one such program:

Boxtales

MEET THE ARTIST:

Boxtales is a storytelling theatre company which uses masks, movement, storytelling and live music to present myths and folklore from around the world. Performers Matt Tavianini, David Guerra and Michael Andrews combine their diverse talents to create a professional, high energy, interactive theatrical experience for young audiences. The Spanish term duende comes from within, as a physical/emotional response to art. Like art itself, it has aspects that are both appealing and dangerous. The Spanish poet, Federico Garcia Lorca, says,

"These dark sounds are the mystery, the roots thrusting into the fertile loam known to all of us, ignored by all of us, but from which we get what is real in art..." The Boxtales philosophy is that duende is there to challenge us to keep our ears open to the 'dark sounds,' to keep our touch with the earth and with the ghosts of those who have come before. We should never refuse the struggle which is needed to keep the forces of life working on the side of truth.

ABOUT THE PERFORMANCE:

This production, directed by renowned Mexican theatre artist Sigfrido Aguilar, explores the rich indigenous and Hispanic folklore and mythology of Latin America. The stories include "La Calavera," from Mexico, and "Paco and the Witch," from Puerto Rico. The program also includes an Afro/Cuban rhythmic composition and song, sung during ceremonies of Santería. Masks, designed by Ann Chevrefils, are worn by the actors to enhance the qualities and expressions of the characters they portray. The production, created in Guanajuato, Mexico, is performed in both English and Spanish.

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PREPARING FOR THE EXPERIENCE:

Myths help us better understand the values and references of a specific culture. These stories, found in civilizations throughout the world, have been passed from one generation to the next through the 'oral tradition.' Many are older than the art of theatre and have themes that are universal to the human experience.

Summary of the featured stories: La Calavera - Mexican folk tale

This wonderfully scary ghost story from Mexico is a classically eclectic mix of themes, motifs and characters from Spanish and indigenous traditions. In keeping with the Dia de los Muertos* celebrations, this story follows a young healer who tries to outsmart godmother - Death. Death gives him great healing power, but always lets him know who's boss. Some very interesting characters cross paths with the healer's father as he tries to choose a god-parent for his young son. The characters include: Senor Diablo, Coatlicue - the Aztec goddess of earth and fire, mother of the gods and of the stars in the southern sky; and Chaac - the Mayan god of rain who is associated with creation and life. *A traditional Mexican celebration, held on November 1-2, when the dead are remembered.

Paco and the Witch - Puerto Rican folk tale

Paco is a good boy who likes to help his mom; however, when he goes to town to run an errand for her, he has to pass through the dark forest where legend has it that a bruja (witch) is waiting to snatch little boys and girls. He is taken by the bruja who puts Paco to work preparing her stew. She casts a spell on him that can only be broken by his guessing her nombre (name). While at the riverbank, Paco meets un cangrejo (a crab) who teaches him a song to remember el nombre (the name) de la bruja. The bruja is angry that she was betrayed and Paco is set free.

Deliverables:

- *Instructional Components:*
- *Arts Integration Partnerships* - Ten one-hour sessions per classroom in grades K-12.
- *Professional Development* – Customized to participating educators.
- *Music Center On Tour* – Each performance is 45-minutes in length.

- *Performance/Assemblies/Professional Development/ Exhibitions Components:* For *Arts Integration Partnerships*, there is an optional opportunity for the classes to perform for their peers and community at the end of the program.

- *Collaborative Planning/Meetings components:* For *Arts Integration Partnerships*, each group of classes (typically there are 4 classrooms per group) shall meet for a preliminary planning meeting, followed by collaborative planning time during the course of the residency, and concluding with an evaluation and assessment meeting.

- *Resources/Materials:* Provided by the Instructor and The Music Center

- *Transportation:* All instruction shall take place at the school site(s) or virtually, at the discretion of LAUSD

- *Special Requirements:* If in-person, the *Arts Integration Partnerships* space to accommodate a drum for each student (drums provided by Instructor). For Music Center On Tour, the performance specifications will be discussed between The Music Center and LAUSD.

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- *Total Number of Schools Served:* The program will be responsive to school demand
- *Total Number of Students Served:* The program will be responsive to school demand

Programs shall include:

9. Instructional time with students taught by experienced teaching artists who have appropriate pedagogical content knowledge with the CA Arts Standards. May include Professional Development with teachers.
10. Appropriate planning time for greater coherence and collaboration at the school site level
11. Culmination events that demonstrate high professional and artistic standards and involve families, students, and school community members
12. Resources, materials, and transportation that expand an arts learning experience for students.

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Requirements

The contractor shall:

21. Design and implement a program in Dance, Theatre, Music, Visual Arts, Film/Media Arts, and/or Creative Writing with focused arts education activities including residencies, workshops, master classes, performances, exhibitions to deepen and extend arts learning for students in the District. Programs shall need to adhere to a standards-based arts curriculum supported by the AEB's Arts Instructional Guides and the CA Arts Standards. Programs need to take into account and be relevant to students' life experience and culture and promote students' access to 21st century skills: creativity, problem solving, critical thinking and collaboration. Contractors are encouraged to articulate how their programs would support collaboration among classroom teachers, arts specialists and community arts partners.
22. Develop and provide materials and resources for students and teachers including arts based materials, curriculum resources, and transportation required for students. Contractor shall be responsible for providing the necessary equipment, materials, supplies, etc.
23. Meet the needs of all students, with varying abilities, through differentiated learning experiences, and represent the cultural and linguistic diversity of the District. Differentiation must be provided for all students, including, but not limited to English language learners, student with special needs, and students identified as gifted and talented.
24. Provide appropriate planning time in order to ensure successful collaboration at the school site between arts providers, classroom teachers, and administrators, and allow for adequate preparation for the school site prior to each event.
25. Make arrangements, monitor, and communicate with the Arts Education Branch on an ongoing basis to ensure successful implementation of programs; participate in two Professional Development opportunities provided by the Arts Education Branch in order to share and promote programs within the larger LAUSD education community.
26. Provide all instructional supplies and equipment necessary for full participation at no additional cost to the LAUSD community.
27. Arts partners shall not solicit private lessons to members of the LAUSD community for an additional fee or cost.
28. Arts partners must adhere to all deadlines, including, but not limited to work orders and invoices. Work orders received after the deadline may not be considered. Invoices received after the deadline may not be processed for payment.

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29. Arts partners must take place in selected professional development coordinated by the Arts Education Branch.
30. All arts partners shall strive to enhance other arts opportunities offered by other arts partners and/or credentialed arts teachers at the schools. This shall include collaborative planning when sharing instructional space.

Program Evaluation

Evaluation of programs shall be conducted through site observations by staff from the Arts Education Branch. Participation in selected professional development coordinated by the Arts Education Branch

STATEMENT OF WORK

Media Arts

School Level: *K-12*

Art Discipline: *Media Arts*

Program: Arts Integration Partnerships

SCOPE (Sample Program):

Music Center teaching artists work in classrooms to empower student creativity and develop their artistic, workforce and life skills. Arts Integration Partnerships deepen learning across the curriculum in collaboration with classroom teachers by combining dance, music, theatre, visual and media arts with content areas including English Language Arts, history, science and social emotional learning for students of all ages and abilities. These student workshops are aligned with the California Arts Standards, Common Core State Standards and Next Generation Science Standards.

One such program is led by teaching artist Lynn Okimura, an industry professional, who is dedicated to sharing the artistic and creative process with students of all ages, abilities and backgrounds. As a teaching artist she creates animation and visual arts workshops that make connections to social - emotional learning and to subjects across the curriculum, from language arts and social studies to K-12 STEAM curriculum.

Her career includes: Adjunct Professor and Instructor at the UCLA School of Film, Television and Digital Media, CalArts, and Woodbury University - where graduates are positioned to work at leading animation, visual effects and game studios. Her work includes animation, visual effects, design, puppetry, and mixed media projects for Disney, HBO, Motion Fiction, Secret Plan Studios, National Geographic, Sesame Street, and The Cooking and The Science channels.

Lynn has developed two series for the classroom. The first is "Storytelling through the Art of Animation," when students practice visual storytelling, creative thinking, performance and problem solving through the process of animating. At the heart of every great character is their story; animation is the process through which they learn to design, compose scenes and create movement with purpose.

The second is "The Principles of Animation," a STEAM focus. Students will explore how science, technology, engineering and math are all involved in creating the illusion of life in the art of animation. This series is tailored to integrate artistic animation practice with NGSS content and three-dimensional learning. The 12 artistic principles of Animation: Squash and Stretch; Anticipation, Staging; Straight Ahead & Pose to Pose; Follow Through and Overlapping Action; Slow in / Slow Out; Arcs; Secondary Action; Timing; Exaggeration; Solid Drawing and Appeal, will be applied to model how things move.

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COURSE OBJECTIVES IN VISUAL AND PERFORMING ARTS:

Artistic Process:

Creating

Conceiving and developing new artistic ideas and work.

Anchor Standards

1. Generate and conceptualize artistic ideas and work.
2. Organize and develop artistic ideas and work.
3. Refine and complete artistic work.

Artistic Process:

Performing (dance, music, theatre)

Realizing artistic ideas and work through interpretation and presentation.

Presenting (visual arts)

Interpreting and sharing artistic work.

Producing (media arts)

Realizing and presenting artistic ideas and work.

Anchor Standards

4. Analyze, interpret, and select artistic work for presentation.
5. Develop and refine artistic work for presentation.
6. Convey meaning through the presentation of artistic work.

Artistic Process:

Responding

Understanding and evaluating how the arts convey meaning.

Anchor Standards

7. Perceive and analyze artistic work.
8. Interpret intent and meaning in artistic work.
9. Apply criteria to evaluate artistic work.

Artistic Process:

Connecting

Relating artistic ideas and work with personal meaning and external context.

Anchor Standards

10. Synthesize and relate knowledge and personal experiences to make art.
11. Relate artistic ideas and works with societal, cultural, and historical context to deepen understanding.

LESSONS

STATEMENT OF WORK

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The program shall be based on and adapted from the following sequence of lessons:

ONE – Flip Books

Objective: Demonstrate introductory animation drawing techniques in a flip book to illustrate an idea through motion.

Elements & Principles of Art: Line, Shape, Space, Movement

Principles of Animation: Motion paths, Timing

Skills: Proper use and handling of flip books; drawing in sequence; practice, experimentation and revision

Task: Animate a flip book to illustrate different motions of a dot inspired by emotions

TWO – Ball Bounce

Objective: Illustrate momentum, weight and gravity in the drawn animation of a ball bounce to be captured on video.

Elements & Principles of Art: Shape, Form, Movement, Rhythm

Principles of Animation: Squash & Stretch, Anticipation, Arcs, Slow In & Slow Out

Skills: Drawing an object on model while illustrating how momentum, weight and gravity changes its shape in motion.

Task: Students will animate a ball bouncing across a space.

Expanded Task: Students will transform the bouncing ball into a character.

THREE – Walk Cycles

Objective: Practice key pose animation of character designs walking with personality and emotion. To be captured on video.

Elements & Principles of Art: Form, Movement

Principles of Animation: Cycles, Key Posing, Secondary Action

Skills: Drawing two legged characters on model and in sequenced positions for animation.

Task: Design and animate a character walk cycle.

Expanded task: Animate a different movement to cycle

FOUR – Character Design & Shape Language

Objective: Develop a character's story. Design characters using shape language to emphasize the character's personality.

Elements & Principles of Art: Shape, Form, Variety, Proportion

Principles of Animation: Appeal and Solid Drawing, Shape language

Skills: Using simple shapes to assemble and sketch characters from imagination. Sharing critique and feedback.

Task: Assemble characters quickly from cut paper shapes. Write an outline of the character's biography.

FIVE – Character Design and Anthropomorphism

Objective: Apply anthropomorphism to design a non-human character.

Elements & Principles of Art: Form, Proportion, Variety, Contrast

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Principles of Animation: Shape Language, Appeal, Solid Drawing

Skills: Drawing from imagination. Drawing 3 dimensionally. Sharing critique and feedback.

Task: Design an anthropomorphic character turnaround in three poses (front, side, back). Outline the character's biography.

SIX – Storyboarding

Objective: Formulate complete visual story ideas for animation. Develop familiarity with visual communication in filmmaking (staging, camera angles, composition, framing).

Elements & Principles of Art: Space, Scale, Movement, Balance, Emphasis

Principles of Animation: Staging and Composition.

Skills: Quick and symbolic sketching for visual storytelling. Working in groups. Sharing critique and feedback.

Task: Develop a short story idea to illustrate through an animated storyboard (Animatic).

CA Arts Standards:

CREATING - Anchor Standard 2: Organize and develop artistic ideas and work.

CREATING - Anchor Standard 3: Refine and complete artistic work.

PRODUCING - Anchor Standard 5: Develop and refine artistic techniques and work for presentation.

PRODUCING - Anchor Standard 6: Convey meaning through the presentation of artistic work.

RESPONDING - Anchor Standard 8: Interpret intent and meaning in artistic work.

CONNECTING - Anchor Standard 10: Synthesize and relate knowledge and personal experiences to make art.

SEL Connections: Growth Mindset & Self Efficacy

Program: Professional Development

SCOPE (Sample Program):

The Music Center's professional development for educators focuses on arts integration strategies for grades PreK-12 teachers in dance, media arts, music, theatre, and visual arts at school sites and at The Music Center. Teachers learn creative and effective approaches to integrate the arts into their content areas. Lessons and experiences are rooted in the California Arts Standards, Common Core, 21st Century Learning Skills and Social Emotional Learning. We seek to expand on current teaching models, including strengthening school learning communities, advancing best practices, and fostering interdisciplinary collaboration and lesson planning. Here is the outline for one such program:

Teaching Artist: Lynn Okimura
Animation Media Arts

STATEMENT OF WORK

Media Arts

“Animation Storyboarding: Framing Shot by Shot”

Grades 6-12, (Can be modified for grades 3-5)

DESCRIPTION:

The animation artform brings life to characters and stories through purposeful movement, design and visual storytelling. The process involves observation, inquiry, experimentation, creative thinking, problem solving, and performance to create the illusion of life. Much of this happens in the storyboard process, a pre-production stage that sets the blueprint for any animated project. All levels of drawing experience are encouraged to attend.

ELEMENTS OF THE ART FORM:

Shape	Composition	Designing
Form	Layout	Sketching
Line	Character	Revision
Space	Emotion	
Direction	Continuity	
Volume	Story	
Sequence	Staging	
Camera Shots	Framing	

MATERIALS:

Pencils/pens

Paper

Storyboard Template - Blank

Storyboard Template - Protist Story

PARTICIPANT OUTCOMES:

- Discover and demonstrate common practices of storyboarding for film animation through practice, experimentation and revision.
- Practice visual storytelling through sequences of quick symbolic drawings or images that utilize simple shapes and the minimum amount of detail necessary to capture moments.
- Give and receive constructive critique focused on helping fellow participants communicate their different ideas.
- Reflect and make connections to Social Emotional Learning and other academic subjects in the classroom
- Discuss and explore animation storyboard integration strategies into other class subjects.

PROGRESSION OF CONTENT, SKILLS AND TASKS:

- **Anticipatory Set:**
 - Artist introduces self and shares educational animation work
 - Artist reviews agenda and materials needed for the workshop.
- **Assessing Prior Knowledge:**

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- Participants share comfort level with drawing and any prior experience, interest or exposure to animation, storyboarding, filmmaking and the arts.

GETTING SMARTER:

Sketching:

Artist will introduce quick sketching techniques to add volume and direction to simple shapes.

- Artist shares importance of developing thoughts through sketching.
- Sketch different characters out of circles - focus on facial expression
- Transform circles into spheres with construction lines - adding dimension and direction to character poses.

TASK: Participants will transform circle and oval shapes into spherical forms with volume and direction through quick sketching practices. They will demonstrate volume and direction in sketching objects, subjects and characters from basic shapes.

Link to “Character Model Sheet” Activities Video for extended study outside of workshop

EXTENDED TASK:

Participants will sketch as a form of active note taking while watching educational videos about Single Celled Organisms.

Screening:

“Single Celled Organisms” - <https://www.pbslearningmedia.org/resource/tdc02.sci.life.stru.singlecell/single-celled-organisms/>

“Protists” - <https://www.pbs.org/video/unc-tv-science-protists/>

CRITERIA:

- Focus when sketching.
- Positive willingness to experiment, practice and revise.
- Positive willingness to accept “mistakes” or unexpected outcomes.
- Application of volume and direction in sketches.

Camera Shots & Framing:

Artist will share a reference sheet of commonly used camera shots (framing) for visual stories.

Participants will identify any examples of framing in the panels and educational video and analyze why choice of framing is important to the story and communication of information.

Animation Storytelling and Anthropomorphism: Using learned scientific facts about single celled organisms as inspiration for anthropomorphic protist characters in a fictitious story for animation.

Example of anthropomorphic characters: “*SQUISH #1: Super Amoeba*” by Jennifer L. Holm & Matthew Holm

TASK: Demonstrate intentional framing in a 4-12 panel storyboard.

CRITERIA:

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- Focus when sketching/drawing.
- Comprehension of camera shots.
- Clear character staging that is appropriate for the story.
- Expressive character movement that is appropriate for the story.
- Edit drawings to only the necessary details of each character and background.

Key Vocabulary: Storyboard panel, camera shot, camera angle, camera moves, framing, staging, scene, thumbnails.

Reflection: Group presentations of storyboards. Participants practice constructive critiques.

- “How did your choice of staging and framing communicate the important story information and emotion in your shots?”
- “How would you improve your storyboard?”

CLOSING REFLECTION:

- “What was the most challenging for you and how did you feel?”
- “What do you still have questions about? What more do you need/want to know?”
- “How can you implement any part of today’s experience with your students?”

SOCIAL EMOTIONAL LEARNING COMPETENCIES:

Growth Mindset: Students with a growth mindset believe that ability can change as a result of effort, perseverance, and practice.

- Allow multiple attempts
- Take on new challenges
- Accept feedback and critique

Self-Efficacy: Self-efficacy is the belief in one’s ability to succeed in achieving an outcome or reaching a goal. An internal belief, self-efficacy is related to whether a student believes that s/he has sufficient control over his/her environment in order to succeed.

- Learn help seeking
- Goal setting
- Openness to risks

Self-Management: Self-management, which is also referred to as “self-control” or “self-regulation,” is the ability to regulate one’s emotions, thoughts, and behaviors effectively in different situations. This includes managing stress, delaying gratification, motivating oneself, and setting and working toward personal and academic goals.

- Identify and name emotions
- Self confidence
- Adaptability
- Innovation

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Social Awareness: Social Awareness is the ability to take the perspective of and empathize with others from diverse backgrounds and cultures, to understand social and ethical norms for behavior, and to recognize family, school, and community resources and supports.

- Take others perspective
- Listen with attention
- Empathy
- Communication
- Collaboration and cooperation

Resource:

[https://www.transformingeducation.org/wp-content/uploads/2019/04/Introduction to SEL 4Competencies CC.pdf](https://www.transformingeducation.org/wp-content/uploads/2019/04/Introduction%20to%20SEL%204Competencies%20CC.pdf)

MEDIA ARTS STANDARDS:

CREATING - Anchor Standard 2: Organize and develop artistic ideas and work.

CREATING - Anchor Standard 3: Refine and complete artistic work.

PRODUCING - Anchor Standard 5: Develop and refine artistic techniques and work for presentation.

PRODUCING - Anchor Standard 6: Convey meaning through the presentation of artistic work.

RESPONDING - Anchor Standard 8: Interpret intent and meaning in artistic work.

CONNECTING - Anchor Standard 10: Synthesize and relate knowledge and personal experiences to make art.

Resource: <https://www.cde.ca.gov/be/st/ss/vapacontentstds.asp>

NGSS PRACTICES:

- Developing and Using Models
- Obtaining, Evaluating and Communicating Information
- Using Mathematics and Computational Thinking

Resource: <https://www.nextgenscience.org>

CCSS.ELA-LITERACY.SL.6.5

Include multimedia components (e.g., graphics, images, music, sound) and visual displays in presentations to clarify information.

<http://www.corestandards.org/ELA-Literacy/SL/6/>

English Language Development Standards

Mode of Communication: Productive (pg. 21)

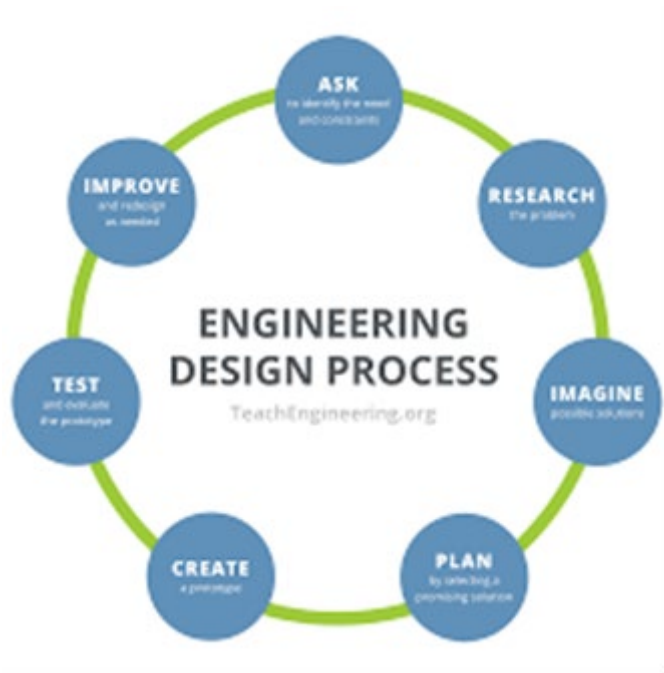
Express ideas using visuals such as drawings, charts, or graphic organizers.

<https://www.cde.ca.gov/sp/el/er/documents/eldstndspublication14.pdf>

Engineering Design Process

STATEMENT OF WORK

Media Arts



RESOURCES:

<https://achieve.lausd.net/Page/13467>

<https://www.cde.ca.gov/pd/ca/sc/stemintrod.asp>

[https://www.transformingeducation.org/wp-content/uploads/2019/04/Introduction to SEL 4Competencies CC.pdf](https://www.transformingeducation.org/wp-content/uploads/2019/04/Introduction_to_SEL_4Competencies_CC.pdf)

<https://www.cde.ca.gov/be/st/ss/vapacontentstds.asp>

<https://www.nextgenscience.org>

Deliverables:

- **Instructional Components:**
- ***Arts Integration Partnerships*** - Ten one-hour sessions per classroom in grades K-12.
- ***Professional Development*** – Customized to participating educators.

- ***Performance/Assemblies/Professional Development/ Exhibitions Components:*** For *Arts Integration Partnerships*, there is an optional opportunity for the classes to perform for their peers and community at the end of the program.

- ***Collaborative Planning/Meetings components:*** For *Arts Integration Partnerships*, each group of classes (typically there are 4 classrooms per group) shall meet for a preliminary planning meeting, followed by collaborative planning time during the course of the residency, and concluding with an evaluation and assessment meeting.

- ***Resources/Materials:*** Provided by the Instructor and The Music Center

STATEMENT OF WORK

Media Arts

- *Transportation:* All instruction shall take place at the school site(s) or virtually, at the discretion of LAUSD
- *Special Requirements:* If in-person, the *Arts Integration Partnerships* space to accommodate a drum for each student (drums provided by Instructor).
- *Total Number of Schools Served:* The program will be responsive to school demand
- *Total Number of Students Served:* The program will be responsive to school demand

Programs shall include:

13. Instructional time with students taught by experienced teaching artists who have appropriate pedagogical content knowledge with the CA Arts Standards. May include Professional Development with teachers.
14. Appropriate planning time for greater coherence and collaboration at the school site level
15. Culmination events that demonstrate high professional and artistic standards and involve families, students, and school community members
16. Resources, materials, and transportation that expand an arts learning experience for students.

STATEMENT OF WORK
Media Arts

Requirements

The contractor shall:

31. Design and implement a program in Dance, Theatre, Music, Visual Arts, Film/Media Arts, and/or Creative Writing with focused arts education activities including residencies, workshops, master classes, performances, exhibitions to deepen and extend arts learning for students in the District. Programs shall need to adhere to a standards-based arts curriculum supported by the AEB's Arts Instructional Guides and the CA Arts Standards. Programs need to take into account and be relevant to students' life experience and culture and promote students' access to 21st century skills: creativity, problem solving, critical thinking and collaboration. Contractors are encouraged to articulate how their programs would support collaboration among classroom teachers, arts specialists and community arts partners.
32. Develop and provide materials and resources for students and teachers including arts based materials, curriculum resources, and transportation required for students. Contractor shall be responsible for providing the necessary equipment, materials, supplies, etc.
33. Meet the needs of all students, with varying abilities, through differentiated learning experiences, and represent the cultural and linguistic diversity of the District. Differentiation must be provided for all students, including, but not limited to English language learners, student with special needs, and students identified as gifted and talented.
34. Provide appropriate planning time in order to ensure successful collaboration at the school site between arts providers, classroom teachers, and administrators, and allow for adequate preparation for the school site prior to each event.
35. Make arrangements, monitor, and communicate with the Arts Education Branch on an ongoing basis to ensure successful implementation of programs; participate in two Professional Development opportunities provided by the Arts Education Branch in order to share and promote programs within the larger LAUSD education community.
36. Provide all instructional supplies and equipment necessary for full participation at no additional cost to the LAUSD community.
37. Arts partners shall not solicit private lessons to members of the LAUSD community for an additional fee or cost.
38. Arts partners must adhere to all deadlines, including, but not limited to work orders and invoices. Work orders received after the deadline may not be considered. Invoices received after the deadline may not be processed for payment.

STATEMENT OF WORK

Visual Arts

39. Arts partners must take place in selected professional development coordinated by the Arts Education Branch.
40. All arts partners shall strive to enhance other arts opportunities offered by other arts partners and/or credentialed arts teachers at the schools. This shall include collaborative planning when sharing instructional space.

Program Evaluation

Evaluation of programs shall be conducted through site observations by staff from the Arts Education Branch. Participation in selected professional development coordinated by the Arts Education Branch

STATEMENT OF WORK
Visual Arts

School Level: *K-12*

Art Discipline: *Visual Arts*

Program: Arts Integration Partnerships

SCOPE (Sample Program):

Music Center teaching artists work in classrooms to empower student creativity and develop their artistic, workforce and life skills. Arts Integration Partnerships deepen learning across the curriculum in collaboration with classroom teachers by combining dance, music, theatre, visual and media arts with content areas including English Language Arts, history, science and social emotional learning for students of all ages and abilities. These student workshops are aligned with the California Arts Standards, Common Core State Standards and Next Generation Science Standards.

One such program is led by teaching artist Alvaro Asturias, a native of Antigua, Guatemala. His work has been exhibited at LACMA, the Los Angeles Children's Museum, LA Contemporary Exhibitions, the Municipal Art Gallery and several galleries throughout Southern California. He has had two one man shows at Centro Cultural el Sitio, in Antigua Guatemala. His works have also been commissioned by collectors throughout the state, as well as in Guatemala.

Hands-on activities with Alvaro Asturias provide insight into the crafts, stories and history of civilizations around the world. These multicultural workshops can include the construction of Guatemalan masks, Panchatantra puppets, origami, papel picado, Roman mosaics, Egyptian paintings and an exploration of a Mayan city. Each session incorporates historical elements and storytelling in order to deepen students' understanding of and appreciation for the artwork being created.

STATEMENT OF WORK
Visual Arts

COURSE OBJECTIVES IN VISUAL AND PERFORMING ARTS:

Artistic Process:

Creating

Conceiving and developing new artistic ideas and work.

Anchor Standards

1. Generate and conceptualize artistic ideas and work.
2. Organize and develop artistic ideas and work.
3. Refine and complete artistic work.

Artistic Process:

Performing (dance, music, theatre)

Realizing artistic ideas and work through interpretation and presentation.

Presenting (visual arts)

Interpreting and sharing artistic work.

Producing (media arts)

Realizing and presenting artistic ideas and work.

Anchor Standards

4. Analyze, interpret, and select artistic work for presentation.
5. Develop and refine artistic work for presentation.
6. Convey meaning through the presentation of artistic work.

Artistic Process:

Responding

Understanding and evaluating how the arts convey meaning.

Anchor Standards

7. Perceive and analyze artistic work.
8. Interpret intent and meaning in artistic work.
9. Apply criteria to evaluate artistic work.

Artistic Process:

Connecting

Relating artistic ideas and work with personal meaning and external context.

Anchor Standards

10. Synthesize and relate knowledge and personal experiences to make art.
11. Relate artistic ideas and works with societal, cultural, and historical context to deepen understanding.

LESSONS

The program shall be based on and adapted from the following sequence of lessons:

ONE –Sketching and Drawing

STATEMENT OF WORK

Visual Arts

Elements of Art: Space, Line and Shape.

Principles of Design: Balance.

Element of Story: Character.

☐ Differentiate an element from a principle.

☐ Articulate the difference between a sketch and a drawing.

Task: Choose a character from the story being read to create a sketch.

The materials are pencils and 8 .5"x11" bond paper.

TWO –The Watercolor Study

Elements of Art: Color and Texture.

Principles of Design: Balance.

Element of Story: Character.

☐ Differentiate a study from a painting.

☐ Apply sketching and drawing techniques.

☐ Explore the characteristics of a “wash” (a thin paint layer)

Task: Create a sketch of a character from the story, and choosing one or two colors, apply an overall “wash” to it. The materials are pencils, watercolors, brushes and a 12"x9" piece of drawing paper.

THREE –Completing Watercolor Study

Elements of Art: Color, Texture and Value.

Principles of Design: Balance and Unity.

Element of Story: Character.

☐ Observe a demo of watercolor application techniques.

☐ Differentiate a “wash” from a thicker layer of pigment.

☐ Apply thin and thick layers of paint.

Task: Complete painting the watercolor study.

The materials are watercolors and brushes of different widths.

FOUR –The Tempera Study

Elements of Art: Space, Line and Value.

Principles of Design: Balance.

Element of Story: Setting.

☐ Choose a setting from the story being read.

☐ Apply sketching and drawing techniques.

☐ Observe a demo of tempera application techniques.

Task: Create a sketch of a setting from the story being read and using high value colors (e.g., black, brown, blue, purple), outline it.

The materials are tempera paints and thin brushes.

FIVE –Completing the Tempera Study

Elements of Art: Color, Texture and Value.

STATEMENT OF WORK

Visual Arts

Principles of Design: Balance and Unity.

Element of Story: Setting.

☐ Apply tempera painting techniques.

☐ Mix tempera pigments to create complex colors.

Task: Complete the tempera study, focused on elements of story and setting.

Materials are tempera paints, water containers and brushes.

SIX –The Fabric Frame

Elements of Art: Space, Shape, Color and Texture.

Principles of Design: Balance and Unity.

Elements of Story: Character, Setting and Plot.

☐ Look at photographs of Faith Ringgold's major art works.

☐ Listen to artist and author Faith Ringgold's story, Tar Beach.

Task: Design and build a frame for final tempera painting.

Materials are colored/textured fabrics, scissors, glue, and 8.5"x11" color card paper.

SEVEN –The Final Painting

Elements of Art: Space, Space, Line, Shape and Value.

Principles of Design: Balance and Unity.

Element of Story: Character or Setting.

☐ Choose a character or a setting from the story being read.

☐ Apply sketching, drawing and tempera painting techniques.

Task: Begin the final painting.

The materials are the piece of primed canvas, thick and thin brushes and tempera paint in a variety of colors.

EIGHT–Completing the Final Painting

Elements of Art: Color, Texture, Value and Form.

Principles of Design: Balance and Unity.

Element of Story: Character or Setting.

☐ Apply sketching, drawing and tempera painting techniques.

☐ Complete and detail the final tempera painting.

Task: Glue the final tempera painting to the card color paper with the fabric frame made on lesson six.

NINE –Exhibition Preparations

Elements of Art: Space, Line, Shape, Color, Texture, Value and Form.

Principles of Design: Balance and Unity.

Elements of Story: Character, Setting and Plot.

☐ Write a short, 1-paragraph statement about the final painting.

☐ Detail and complete the fabric frame for the final painting.

Task: Mount the exhibition work onto a 14"x11" piece of color card paper.

STATEMENT OF WORK
Visual Arts

TEN –The Exhibition

Elements of Art: Space, Line, Shape, Color, Texture, Value and Form.

Principles of Design: Balance and Unity.

Elements of Story: Character, Setting and Plot.

☐Exhibit the final painting.

☐Apply tempera painting techniques.

☐Talk about the process of creating the final painting using the language of Art and Design.

Task: Welcome and act as docents to the exhibition visitors.

Curriculum Integration:

Common Core – Writing/Drawing; Speaking and listening. 2

21st Century Skills – Creativity, Communication.

NGSS Crosscutting Concepts – 3. Scale, proportion and quantity.

The California Arts Standards: Visual Arts

CREATING

Anchor Standard 1: Generate and conceptualize artistic ideas and work.

K.VA:Cr1.1 Engage in exploration and imaginative play with various art materials.

1.VA:Cr1.2 Use observation and investigation in preparation for making a work of art.

5.VA:Cr2.2 Demonstrate quality craftsmanship through care for and use of materials, tools and equipment.

Program: Professional Development

SCOPE (Sample Program):

The Music Center's professional development for educators focuses on arts integration strategies for grades PreK-12 teachers in dance, media arts, music, theatre, and visual arts at school sites and at The Music Center. Teachers learn creative and effective approaches to integrate the arts into their content areas. Lessons and experiences are rooted in the California Arts Standards, Common Core, 21st Century Learning Skills and Social Emotional Learning. We seek to expand on current teaching models, including strengthening school learning communities, advancing best practices, and fostering interdisciplinary collaboration and lesson planning. Here is the outline for one such program:

Teaching Artist: Alvaro Asturias
Visual Arts

Mask Making & Storytelling
Grades K - 6

STATEMENT OF WORK

Visual Arts

Essential Questions: Does a mask have the power to transform the wearer? How does looking at the masks of Central Africa and listening to a story from the LEGA oral tradition help illuminate element of story character?

Elements of Art: space, line, shape, color, texture, value and form.

Principles of Design: balance and contrast.

Element of Story: character.

Outcomes:

Participants will:

- Focus on the ideas of tradition and culture.
- Discuss the difference between art and design.
- View and follow-along in a Video of the artist making the three main characters from a Central African, LEGA story; People, frogs, and mosquitos.
- Choose one of this three characters to construct a mask.
- Afterwards look at photographs of a variety of African animals for inspiration.
- Create three sketches and one drawing for the design of an African animal mask.

Progression of Skills and Tasks:

Anticipatory Set:

- Listen to the artist tell “All Things are Linked”, a Central African LEGA story, focusing on the characters.

Assessing Prior Knowledge:

What is a mask? What is a mask making tradition? Who makes a mask? Who wears a mask? How is an element different from a principle? What is a line drawing? What are geometric shapes? What are organic shapes? What is a jungle? What does it mean to decorate and embellish?

Getting Smarter:

- Examine photographs of a variety of authentic LEGA masks.
- Review element of story character and the idea of transformation.
- Discuss elements of art, space line and shape and principle of design, balance.
- Later discuss elements of art, color and texture.
- Look at photographs of a variety of animals from the African continent.
- Review the difference between a sketch and a drawing.
- Add element of art, value and principle of design contrast to the discussion.
- Observe a line drawing, technique demonstration which involves geometric and organic shapes as well as the idea of creating different visual textures.

Becoming an Expert:

- On an 8 ½” x 11” piece of colored card paper, make the line drawing of a mask shape, based on a character from a Central African story.

STATEMENT OF WORK

Visual Arts

- Cut the chosen, character mask shape, including two small holes so see through.
- Construct the mask including a wearing device.
- Using a variety of materials, (e.g., glue, yarn in a variety of colors, lentils, split peas, poppy seeds, colored sand, silver and gold paper.) begin decorating the mask.
- Create three sketches of the faces of different animals from the African continent.
- Choose one of these sketches and refine into a complete drawing.

TASK: Draw, cut, construct and begin decorating a character mask based on a Central African story. Sketch and draw a design for an African animal mask.

CRITERIA:

- The first mask must be of a character from the LEGA story.
- The mask shape should be big enough to cover the entire face.
- The construction of this mask must be completed.
- Any extra parts such as antlers or horns should be securely attached.
- The design for the second mask must be of an animal from the African continent.
- There must be at least three sketches of different African animal mask designs.
- One drawing for the design of the African animal mask must be completed.

Assessment Strategies:

- Grade level group discussion; divided into group rooms, participants share their creative process, using the art vocabulary.

Curriculum Integration:

- Common Core – Writing/Drawing; Speaking and listening. 2
- 21st Century Skills – Creativity, Communication.

Key Vocabulary:

art, design, element, principle, space, line, shape, color, texture, form, geometric, organic, smooth, rough, balance, contrast, unity, drawing, story, character, mask, transformation, construction, decoration, embellishment, ancient, culture, jungle, decorative, completion.

The California Arts Standards:

CREATING

Anchor Standard 1: Generate and conceptualize artistic ideas and work.

K.VA:Cr1.1 Engage in exploration and imaginative play with various art materials.

1.VA:Cr1.1 Explore uses of materials and tools to create works of art or design.

3.VA:CR1.1 Elaborate on an imaginative idea.

Anchor Standard 2: Organize and develop artistic ideas and work.

2.VA:CR2.1 Experiment with various materials and tools to explore personal interests in a work of art or design.

6. VA:Cr2.1 Demonstrate openness in trying new ideas, materials, methods, and approaches in making works of art or design.

STATEMENT OF WORK
Visual Arts

CONNECTING

Anchor Standard 10: Synthesize and relate knowledge and personal experiences to make art,
4.VA:Cn10 Create works of art that reflect community cultural traditions.

Deliverables:

- *Instructional Components:*
- *Arts Integration Partnerships* - Ten one-hour sessions per classroom in grades K-12.
- *Professional Development* – Customized to participating educators.

- *Performance/Assemblies/Professional Development/ Exhibitions Components:* For *Arts Integration Partnerships*, there is an optional opportunity for the classes to perform for their peers and community at the end of the program.

- *Collaborative Planning/Meetings components:* For *Arts Integration Partnerships*, each group of classes (typically there are 4 classrooms per group) shall meet for a preliminary planning meeting, followed by collaborative planning time during the course of the residency, and concluding with an evaluation and assessment meeting.

- *Resources/Materials:* Provided by the Instructor and The Music Center

- *Transportation:* All instruction shall take place at the school site(s) or virtually, at the discretion of LAUSD

- *Special Requirements:* If in-person, the *Arts Integration Partnerships* space to accommodate a drum for each student (drums provided by Instructor).

- *Total Number of Schools Served:* The program will be responsive to school demand

- *Total Number of Students Served:* The program will be responsive to school demand

Programs shall include:

17. Instructional time with students taught by experienced teaching artists who have appropriate pedagogical content knowledge with the CA Arts Standards. May include Professional Development with teachers.
18. Appropriate planning time for greater coherence and collaboration at the school site level
19. Culmination events that demonstrate high professional and artistic standards and involve families, students, and school community members
20. Resources, materials, and transportation that expand an arts learning experience for students.

STATEMENT OF WORK
Visual Arts

Requirements

The contractor shall:

41. Design and implement a program in Dance, Theatre, Music, Visual Arts, Film/Media Arts, and/or Creative Writing with focused arts education activities including residencies, workshops, master classes, performances, exhibitions to deepen and extend arts learning for students in the District. Programs shall need to adhere to a standards-based arts curriculum supported by the AEB's Arts Instructional Guides and the CA Arts Standards. Programs need to take into account and be relevant to students' life experience and culture and promote students' access to 21st century skills: creativity, problem solving, critical thinking and collaboration. Contractors are encouraged to articulate how their programs would support collaboration among classroom teachers, arts specialists and community arts partners.
42. Develop and provide materials and resources for students and teachers including arts based materials, curriculum resources, and transportation required for students. Contractor shall be responsible for providing the necessary equipment, materials, supplies, etc.
43. Meet the needs of all students, with varying abilities, through differentiated learning experiences, and represent the cultural and linguistic diversity of the District. Differentiation must be provided for all students, including, but not limited to English language learners, student with special needs, and students identified as gifted and talented.
44. Provide appropriate planning time in order to ensure successful collaboration at the school site between arts providers, classroom teachers, and administrators, and allow for adequate preparation for the school site prior to each event.
45. Make arrangements, monitor, and communicate with the Arts Education Branch on an ongoing basis to ensure successful implementation of programs; participate in two Professional Development opportunities provided by the Arts Education Branch in order to share and promote programs within the larger LAUSD education community.
46. Provide all instructional supplies and equipment necessary for full participation at no additional cost to the LAUSD community.
47. Arts partners shall not solicit private lessons to members of the LAUSD community for an additional fee or cost.
48. Arts partners must adhere to all deadlines, including, but not limited to work orders and invoices. Work orders received after the deadline may not be considered. Invoices received after the deadline may not be processed for payment.

STATEMENT OF WORK

Visual Arts

49. Arts partners must take place in selected professional development coordinated by the Arts Education Branch.
50. All arts partners shall strive to enhance other arts opportunities offered by other arts partners and/or credentialed arts teachers at the schools. This shall include collaborative planning when sharing instructional space.

Program Evaluation

Evaluation of programs shall be conducted through site observations by staff from the Arts Education Branch.
Participation in selected professional development coordinated by the Arts Education Branch

STATEMENT OF WORK

Visual Arts PAYMENT SCHEDULE

Lee Strasberg Theatre **Art Discipline: Theatre**

The rates shall be fully burdened rates consisting of all direct and indirect costs and profit. The rates for the initial term shall remain firm for the initial term, while rates for the option years shall remain firm for the duration of each applicable option year.

Contractor shall submit invoices for services rendered in accordance with Exhibit A, upon approval of the Arts Education Branch and/or school site Administrator or designee.

Contractor shall submit initial invoice not to exceed 50% of Purchase Order total, followed by monthly invoices submitted at the end of each month for the duration of the period of performance as indicated in the Purchase Order.

Services Per School	Number (how much time? How often?)	Hourly Rate	Services Per Class	Sub - Total
Instructional Time with Students	2 hrs p/class 24 classes	\$70		\$3,360
Performances/Exhibitions/Assemblies/ PD Workshops	3	\$100		\$300
Collaborative Planning/Meetings				
Offsite/Field Trips/Location				
Resources/Materials/ Rental costs if "capital" type items (ex. Performance stage, instruments, etc.)				

Total Number of Schools Served: Unlimited while virtual

Total Number of Students Served: 20 students per class

STATEMENT OF WORK
Visual Arts

Contractor Code of Conduct

**CONTRACTOR CODE OF CONDUCT
(ADOPTED 11/02, REVISION EFFECTIVE
11/06)**

Potential Proposers shall adhere to current District policy governing the conduct of all Contractors of the District. Current District Policy can be found at the LAUSD website: www.lausd.k12.ca.us/lausd/offices/ethics

Preamble

Los Angeles Unified School District's Contractor Code of Conduct was adopted to enhance public trust and confidence in the integrity of LAUSD's decision-making process. This Code is premised on three concepts:

- *Ethical and responsible use of scarce public tax dollars is a critical underpinning of effective government*
- *Contracting integrity and quality of service are the shared responsibilities of LAUSD and our Contractors*
- *Proactive and transparent management of potential ethics concerns improves public confidence*

This Code sets forth the ethical standards and requirements that all Contractors and their Representatives shall adhere to in their dealings with or on behalf of LAUSD. Failure to meet these standards could result in sanctions including, but not limited to, avoidance of current or future contracts.

1. Contractors

All LAUSD Contractors and their Representatives are expected to conduct any and all business affiliated with LAUSD in an ethical and responsible manner that fosters integrity and public confidence. A "Contractor" is any individual, organization, corporation, sole proprietorship, partnership, nonprofit, joint venture, association, or any combination thereof that is pursuing or conducting business with and/or on behalf of LAUSD, including, without limitation, consultants, suppliers, manufacturers, and any other vendors, bidders or proposers. A Contractor's "Representative" is also broadly defined to include any subcontractors, employees, agents, or anyone else who acts on a Contractor's behalf.

2. Mission Support

LAUSD relies on Contractors and their Representatives to support our LAUSD mission statement of "*educating students to a higher level of achievement that will enable them to be responsible individuals and productive members of the greater society.*" Contractors and their Representatives must provide high-value products, services and expertise which advance LAUSD's mission or provide mission-related benefits that support our goals for the students, employees, stakeholders, and the communities we serve.

3. Ethical Responsibilities

All LAUSD contracts must be developed and maintained within an ethical framework. LAUSD seeks to promote public trust and confidence in our contracting relationships and we expect every individual, regardless of position or level of responsibility, who is associated with an LAUSD procurement process or contract, to commit to exemplifying high standards of

STATEMENT OF WORK
Visual Arts

conduct in *all phases* of any relationship with LAUSD.

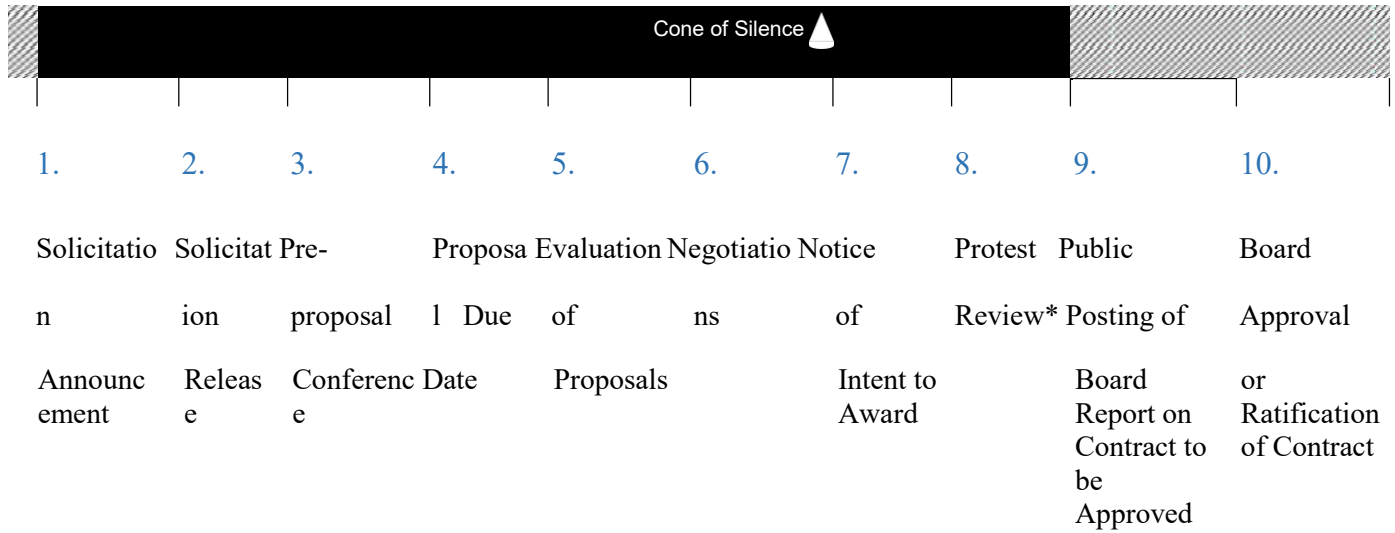
Given that the business practices and actions of Contractors and their Representatives may impact or reflect upon LAUSD, strict observance with the standards in this Code, all applicable local, state and federal laws, and any other governing LAUSD policies or agreements is not only a minimum requirement for all Contractors and their Representatives, but an ethical obligation as well.

In addition to any specific obligations under a Contractor's agreement with LAUSD, all Contractors and their Representatives shall comply with the following requirements:

- A. *Demonstrate Honesty and Integrity* – Contractors shall adhere to the highest standards of honesty and integrity in all their dealings with and/or on behalf of LAUSD. As a general rule, Contractors must exercise caution and avoid *even the appearance of impropriety or misrepresentation*. All communications, proposals, business information, time records, and any other financial transactions must be provided truthfully, accurately, and completely.
- B. *Be a Responsible Bidder* – Contractors shall demonstrate a record of integrity and business ethics in accordance with all policies, procedures, and requirements established by LAUSD.
 - (1) *Critical Factors* – In considering a Contractor's record of integrity and business ethics, LAUSD may consider factors including, but not limited to: criminal investigations, indictments, injunctions, fines, convictions, administrative agreements, suspensions or debarments imposed by other governmental agencies, tax delinquencies, settlements, financial solvency, past performance, prior determinations of failure to meet integrity-related responsibilities, and violations by the Contractor and its Representatives of any LAUSD policies and Codes in prior procurements and contracts. LAUSD reserves the right to reject any bid, proposal and contract, and to impose other sanctions against Contractors who fail to comply with our district policies and requirements, or who violate the prohibitions set forth below in Section 6, Prohibited Activities.
- C. *Maintain the Cone of Silence* – Contractors shall maintain a Cone of Silence during required times of the contracting process to ensure that the process is shielded from even the appearance of undue influence. Contractors and their Representatives risk disqualification from consideration and/or other penalties outlined in Section 8, Enforcement Provisions, if they engage in prohibited communication during the restricted period(s).
 - (1) *Competitive Contracting Process* – To ensure a level playing field with an open and uniform *competitive* contracting process, Contractors and their Representatives must maintain a Cone of Silence from the time when an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Interest and Bid (RFIB), Request for Quote, Request for Qualification, or any other solicitation release is announced until the time a contract award recommendation is made public by the Board Secretariat's posting of the board report for the contract to be approved. During the time under the Cone of Silence, Contractors and their Representatives are prohibited from making any contact on any part of a proposal, negotiation or contract with any LAUSD official as this could appear to be an attempt to curry favor or influence. An "LAUSD official" is broadly defined to include "any board member, employee, consultant or advisory member of LAUSD" who is involved in making recommendations or decisions for LAUSD.

STATEMENT OF WORK
Visual Arts

Schematic of LAUSD's Competitive Contracting Process (Illustrative Only)



STATEMENT OF WORK
Visual Arts

Contracting

 *Lobbying in this period may require registration and disclosure in LAUSD's Lobbying Disclosure Program, if the triggers are met.*

* Note: Protests can sometimes extend past the contract approval process

- (a) Prohibited Communication – Examples of prohibited communication by Contractors and their Representatives under the Cone of Silence include, but are not limited to:
 - (i) contact of LAUSD Officials, including members of the department initiating a contract, or members who will serve on an evaluation team for any contract information that is not uniformly available to all other bidders, proposers or contractors;
 - (ii) contact of LAUSD Officials, including Board Members and their staff, to lobby on any aspect relating to a contract matter under consideration, negotiation, protest or dispute;
 - (iii) contact of LAUSD Officials in the particular department requesting a competitive contract to discuss other business or partnership opportunities.
- (b) Exceptions – The following are exceptions to the Cone of Silence:
 - (i) open and uniform communications which are made as part of the procurement process such as the pre-bid or pre-proposal meetings or other exchanges of information which are given to all proposers;
 - (ii) interviews or presentations to evaluation committee members which are part of the procurement process;
 - (iii) clarification requests made in writing, under the terms expressly allowed for in an LAUSD contracting document, to the appropriate designated contract official(s);
 - (iv) negotiations with LAUSD's designated negotiation team members;
 - (v) protests which follow the process outlined by LAUSD's protest policies and procedures; and
 - (vi) requests for technical assistance approved by LAUSD contract officials (for example questions relating to LAUSD's Small Business Enterprise Program, or requests for formal guidance on ethics matters from the Ethics Office).
- (2) Non-Competitive Contracting Process – To ensure the integrity of the non-competitive contracting process, Contractors and their Representatives must maintain a Cone of Silence from the time when a proposal is submitted to LAUSD until the time the contract is fully executed. During this designated time, Contractors and their Representatives are prohibited from making any contact with LAUSD officials on any of the terms of the contract under consideration as this could appear to be an attempt to curry improper favor or influence. The only exceptions to this Cone of Silence are clarification requests made with the Contract Sponsor or the appropriate designated contract official(s) in the Procurement Services Group or Facilities Contracts Branch.

Examples of Maintaining the Cone of Silence

- (3) Mai Vien Da is the CEO of a firm that wants to do business with LAUSD. She is at a party when she sees the head of the LAUSD division that has just issued an RFP that her company is interested in bidding on.

Maican say "hello," but she must not discuss her proposal or the contracting process at all with the division head.

- (4) Mai is also interested in having her sales team meet with LAUSD officials district-wide to promote her firm's services, so that they can sell work on smaller projects that donot

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need to be competitively bid.

Mai and her employees may attempt to meet with district officials to discuss potential services outside of a competitive process, but she need storecognizethathermarketing activitiesmay require her to register her firm and her employees in LAUSD's Lobbying Disclosure Program. (See Section 5, Disclosure Obligations).

- D. *Manage Potential Conflicts* – Contractors shall disclose all potential or actual conflicts to LAUSD on an ongoing basis with a Meaningful Conflict Disclosure. A “Meaningful Conflict Disclosure” is a written statement to LAUSD which lays out full, accurate, timely, and understandable information with regard to any potential conflicts involving Contractors and their work for LAUSD. The specific requirements for a Meaningful Conflict Disclosure are set forth in Section 3.D.(2) below. LAUSD relies on these proactive disclosures by Contractors to manage potential conflicts before they become actual conflicts of interest. A potential for conflict is present whenever a situation arises which creates a real or apparent advantage or a competing professional or personal interest for a Contractor. Such situations become conflicts of interest, if appropriate safeguards are not put into place. Examples of potential or actual conflicts include, but are not limited to situations when:

- a financial relationship (income, stocks, ownership, investments, loans, excessive gifts, etc.) or close personal relationship exists or has existed between a Contractor or its Representatives and a LAUSD official;
- a financial or close personal relationship exists between any officers, directors or key employees of a Contractor or its Representatives and a LAUSD official;
- a prior, current or potential employment relationship exists between a Contractor or its Representatives and a current or former LAUSD official;
- an overlap exists between work that a Contractor or its Representative performs or has performed for LAUSD and work he or she will perform on behalf of another client; or
- an opportunity arises in which a Contractor or its Representative can make a governmental decision within the scope of LAUSD contractual duties that impacts his or her personal financial interests or relationships,

Contractors and their Representatives have a *continuing* obligation to advise LAUSD proactively of any potential conflicts which may arise relating to a contract.

- (1) State Conflict Standards – LAUSD is generally prohibited by California’s Political Reform Act (Government Code Section 87100) and Government Code Section 1090 from contracting with Contractors if the Contractors, their Representatives, their officers, or any household member of the preceding serve LAUSD in any way in developing, awarding, or otherwise participating in the making of the same contract.

California law also governs situations in which there has been a financial interest between a Contractor and a public official within a 12-month window leading up to a governmental decision. It does not matter whether the impact of an existing relationship is beneficial or detrimental to the interests of the Contractors, their Representatives, or the public agency. Moreover, Government Code Section 1090 defines “making a contract” broadly to include actions that are preliminary or preparatory to the selection of a Contractor such as but not limited to: involvement in the reasoning, planning, and/or drafting of scopes of work, making recommendations, soliciting bids and requests for proposals, and/or participating in preliminary discussions or negotiations.

Any contract made in violation of Section 1090 is void and cannot be enforced. When Section 1090 is violated, a government agency is not obligated to pay the Contractor for any goods or services received under the void contract. In fact, the agency can also seek repayment from the Contractor of any amounts already paid and the agency can refer the matter to the appropriate authorities for prosecution.

- (2) Meaningful Conflict Disclosure – Contractors shall provide a meaningful disclosure of all potential and actual conflicts in a written statement to the LAUSD Contract Sponsor, the Ethics

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Office and the contracting contact from the Procurement Services Group/or the Facilities Contracts Branch. This disclosure requirement is a continuing duty on all Contractors. At a minimum, a Meaningful Conflict Disclosure must identify the following:

- (a) names and positions of all relevant individuals or entities;
 - (b) nature of the potential conflict, including specific information about the financial interest or relationship; and
 - (c) a description of the suggested remedy or safeguard for the conflict.
- (3) Resolution of Conflicts – When necessary, LAUSD will advise Contractors on how a disclosed conflict should be managed, mitigated or eliminated. The Contract Sponsor, in consultation with the Procurement Services Group/Facilities Contracts Branch, the Ethics Office, and the Office of the General Counsel, shall determine necessary actions to resolve any of the Contractors' disclosed conflict(s). When it is determined that a conflict must be addressed, a written notification will be made to the Contractor, indicating the actions that the Contractor and LAUSD will need to take to resolve the conflict.

Examples of Managing Potential Conflicts

- (4) Rhoda Warrior is a consultant from Global Consulting Firm. She has been assigned by her firm to do work for a particular LAUSD department. Although she does not directly work with him, her husband, Antonio, is one of the senior officials in that department.

Global Consulting must disclose this potential problem via a Meaningful Conflict Disclosure to LAUSD. Depending on the exact nature of her work within that department, Global Consulting and the LAUSD Contract Sponsor may need to take steps to safeguard Rhoda's work from any actual conflict of interest.

- (5) Amartya Singh is a HR consultant from the Tip Top Talent Agency whose firm is providing temporary support to help LAUSD improve its recruitment efforts. Amartya is himself serving as acting deputy director for the HR division, and in that capacity has been asked to review and approve all bills for the department. In doing his work, Amartya comes across a bill for the Tip Top Talent Agency which requires approval.

Tip Top Talent Agency must disclose the conflict and work with LAUSD to ensure that someone more senior or external to Amarty's chain-of-command is the one that reviews, evaluates, or approves bills relating to Tip Top Talent Agency. Even if Amartya decides to quit Tip Top Talent to join LAUSD, he cannot be involved with matters relating to Tip Top Talent until 12 months have passed from the date he received his last payment from the firm.

- (6) Greta Planner is a technology consultant that has been hired to design all the specifications for a group of new technology labs. One of the services that Greta will be specifying is an automated wireless projection system. As it turns out, Greta owns direct stock in a firm that manufactures these types of projection systems.

Greta's direct stock ownership constitutes a financial interest in that company. She must disclose the potential conflict right away in writing to the LAUSD Contract Sponsor, so that the appropriate safeguards can be put in place to prevent any actual conflict.

- E. *Provide Contracting Excellence* – Contractors are expected to deliver high quality, innovative and cost-effective goods and services to LAUSD, so that the public is served with the best value for its dollars.

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- F. *Promote Ethics Standards* – Contractors shall be responsible for ensuring that their Representatives, regardless of position, understand and comply with the duties and requirements outlined in this Code and to ensure that their behavior, decisions, and actions demonstrate the letter and spirit of this Code. Contractors may draw upon the resources provided by LAUSD, including but not limited to those made available by the Ethics Office, the Procurement Services Group, and the Facilities Contracts Branch. Such training resources and additional information about LAUSD policies can be found on LAUSD’s website (www.lausd.net).
- G. *Seek Advice* – Contractors are expected and encouraged to ask questions and seek formal guidance regarding this Code or other aspects of responsible business conduct from the LAUSD Ethics Office whenever there is a doubt about how to proceed in an ethical manner. A Contractor’s proactive management of potential ethics concerns is necessary and vital since this Code does not seek to address or anticipate all the issues that may arise in the course of seeking or doing business with LAUSD.

Example of Seeking Advice

- (1) Abe Iznismann is President of Accelerated Sciences, a new company that makes supplemental teaching tools in the sciences. Over the summer, Abe hired Grace Principle, a seasoned LAUSD administrator who now works in teacher recruitment, to consult with Accelerated Sciences in developing a cutting-edge learning tool. Originally, the company planned to sell the products only to schools in other states, but now it wants to sell the products in California and possibly to LAUSD. Abe wants to work with Grace to develop a win-win strategy for offering the new tools to LAUSD at a discount.

Accelerated Sciences needs to be very careful to ensure that Grace is not involved in any aspect relating to selling the product to LAUSD, especially since Grace has a financial interest with the firm. Remember, under California law, the mere existence of a financial

Interest creates a concern that will cause the good faith of any acts to be questioned, no matter how conscientious the individuals. Before undertaking any effort to sell to LAUSD, Abe or another manager at Accelerated Sciences should seek out advice on other safeguarding measures to ensure that their good intentions do not inadvertently create a bad outcome for the firm or Grace.

4. Relationship Management

LAUSD expects Contractors and their Representatives to ensure that their business dealings with and/or on behalf of LAUSD are conducted in a manner that is above reproach.

- A. *Employ Good Practices* – Contractors and their Representatives shall conduct their employment and business practices in full compliance with *all* applicable laws, regulations and LAUSD policies, including but not limited to the following:
- (1) *Equal Employment Opportunity* – Contractors shall ensure that there is no discrimination in hiring due to race, color, religious creed, national origin, ancestry, marital status, gender, sexual orientation, age, or disability.
 - (2) *Health and Safety* – Contractors shall provide a safe and healthy work environment and fully comply with all applicable safety and health laws, regulations, and practices.
 - (3) *Drug Free Environment* – Contractors shall ensure that there is no manufacture, sale, distribution, possession or use of illegal drugs or alcohol on LAUSD-owned or leased property.
 - (4) *No Harassment* – Contractors shall not engage in any sexual or other harassment, physical or verbal abuse, or any other form of intimidation.
 - (5) *Sweat-Free Conditions* – Contractors shall ensure that no child and/or forced or indentured

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labor is used in their supply chain. Contractors shall require that all goods provided to LAUSD are made in compliance with the governing health, safety and labor laws of the countries of origin. Additionally, Contractors shall ensure that workers are free from undue risk of physical harm or exploitation and receive a non-poverty wage.

- B. *Use Resources Responsibly* – Contractors and their Representatives shall use LAUSD assets for LAUSD business-related purposes only unless given written permission for a specific exception by an authorized LAUSD official. LAUSD assets include: time, property, supplies, services, consumables, equipment, technology, intellectual property, and information.
- C. *Protect Confidentiality* – Contractors and their Representatives shall protect and maintain confidentiality of the work and services they provide to LAUSD. All communications and information obtained in the course of seeking or performing work for LAUSD should be considered confidential. No confidential information relating to LAUSD should ever be disclosed without express authorization by LAUSD in writing, unless otherwise legally mandated.
- D. *Guard the LAUSD Affiliation* – Contractors and their Representatives shall be cautious of how they portray their relationship with LAUSD to the Public. Communications on behalf of LAUSD can only be made when there is express written permission by an LAUSD official authorized by LAUSD's Office of General Counsel.

LAUSD Name and Marks – Contractors shall ensure that all statements, illustrations or other materials using or referencing LAUSD or its marks and logos—including the names and logos of any of our sub-divisions, and/or any logos created by and for LAUSD—receive advance review and written approval of the relevant LAUSD division head prior to release or use.

Commercial or Advertising Message – Contractors shall ensure that no commercial or advertising message, or any other endorsements—express or implied—are suggested or incorporated in any products, services, enterprises or materials developed for/or relating to LAUSD unless given written permission to do otherwise by LAUSD's Board of Education.

- E. *Respect Gift Limits* – Contractors and their Representatives shall abide by LAUSD's gift limits and use good judgment, discretion and moderation when offering gifts, meals or entertainment or other business courtesies to LAUSD officials, so that they do not place LAUSD officials in conflict with any specific gift restrictions:

- (1) No Contractor or their Representative shall offer, give, or promise to offer or give, directly or indirectly, any money, gift or gratuity to any LAUSD procurement official at any time.
- (2) No Contractor or their Representative shall offer or give, directly or indirectly, any gifts in a calendar year to an LAUSD Official which exceed LAUSD's allowable gift limit.

Example of Respecting Gift Limits

- (3) It's the holidays and Sue Tienda, a Contractor, wants to take a few LAUSD officials out to lunch and to provide them with gift baskets as a token of thanks for the work they have done together.

Assuming Sue is not attempting to take out any procurement officials (since they observe a zero tolerance policy on gifts), Sue needs to respect the Board-established gift limit for LAUSD officials. Sue should also be aware that giving a gift totaling over \$50 in a year to LAUSD officials will create a reporting responsibility for the officials, if they are designated Form 700 Statement of Economic Interest filers. Additionally, if there is a procurement underway involving Sue or her firm, she should not give gifts to the LAUSD officials who are part of the evaluation process until the contract is awarded. Finally, Sue may also want to keep in mind that a nice personalized thank-you note can pack quite a punch!

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Anyone doing business with LAUSD shall be charged with full knowledge that LAUSD's contracting decisions are made based on quality, service, and value. LAUSD does not seek any improper influence through gifts or courtesies.

- F. *Observe Cooling Periods* – Contractors and their Representatives shall observe and maintain the integrity of LAUSD's Cooling Periods. A "Cooling Period" is a mechanism used by public agencies and private organizations across the country to ensure that no unfair competitive advantage is extended due to the hiring of current or former employees. Allowing for some time to pass before a former official works on matters related to their prior agency or a new official works on matters related to their prior employer helps to mitigate concerns about the appearance of a "revolving door" where public offices are sometimes seen to be used for personal or private gain.

Contractors shall certify that they are upholding LAUSD's revolving door provisions as part of the contracting process. In their certification, Contractors shall detail the internal firewalls that have been put in place to preserve LAUSD's cooling periods. As with other public agencies, LAUSD observes three key types of cooling periods for safeguarding the critical transitions between public service and private industry:

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Figure 2 – Schematic of LAUSD Cooling Periods (Illustrative Only)



- (1) Government to Lobbying Restriction (One-Year Cooling Period) – LAUSD will not contract with any entity that compensates a former LAUSD official who lobbies LAUSD before a one (1) year period has elapsed from that official's last date of employment

Example of Lobbying Restriction

Ace Impact Group wants to hire Joe Knowsfolks, a former LAUSD official, to help the company cultivate new business opportunities with LAUSD and arrange meetings with key LAUSD officials.

To avoid the possibility of unfair advantage or improper influence, Ace Impact Group is prohibited from utilizing Joe to contact anyone at LAUSD on their behalf until at least one year has passed from Joe's last date of employment. Joe may help Ace lobby other public entities, but Joe cannot communicate with anyone at LAUSD, either in person or in writing, on behalf of his new company.

- (2) Government to Industry Restriction

- (a) Insider Advantage Restriction (One-Year Cooling Period) – LAUSD will not contract with any entity that compensates any current or former LAUSD official to work on a matter with LAUSD, if that official, within the preceding 12 months, held a LAUSD position in which they personally and substantially participated in that matter.

Example of Insider Advantage Restriction

Risky Business is a small boutique firm that helps public agencies, including LAUSD, develop strategies for managing and overcoming their unfunded liability. Risky Business wants to extend an offer of employment to Nooriya, a LAUSD official, whose previous responsibilities included advising LAUSD's Board and management on the issue of the district's unfunded liability.

As part of its certification, Risky Business needs to identify what safeguards it will have in place to ensure that Nooriya's work for them does not include matters relating to her prior LAUSD responsibilities for at least one year from when she left her LAUSD job. Given that "matters" include broad policy decisions, the general rule of thumb for avoiding any insider advantage is to have former LAUSD officials steer clear of LAUSD work for a year.

- (b) Contract Benefit Restriction (Two-Year Cooling Period) – LAUSD will not contract with any entity that employs any current or former LAUSD official who within the preceding two (2) years, substantially participated in the development of the contract's RFP requirements, specifications or any part of the contract's procurement process, if the official will perform any

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services for the Contractor relating to LAUSD on that contract.

Example of Contracting Benefit Restriction

Technology Advances has just won a big contract with LAUSD and is looking for talent to help support the company's growing work load. The firm wishes to hire some LAUSD employees: Aisha, a LAUSD technology official, her deputy Raj who was the individual who oversaw LAUSD's contracting process with Technology Advances, and Linda, an engineer who was on the evaluation committee that selected Technology Advances.

If Technology Advances hires any of these individuals, none may perform any work for the firm relating to this LAUSD work until two years have elapsed from the date that the contract was fully executed. This case is a good example of how the cooling period seeks to ensure that there is no benefit resulting from a public official's awarding of a contract. All of the LAUSD employees in this example would be considered to have substantially participated in the contract – Raj due to his direct work, Linda due to her role evaluating the bid proposals, and Aisha due to the fact that supervising both employees is a part of her official responsibility. Technology Advances should consider the implications before hiring individuals involved with their LAUSD contracting process.

- (3) Industry to Government Restriction (One-Year Cooling Period) – In accordance with California law, Contractors and/or their Representatives who act in the capacity of LAUSD officials shall be disqualified from making any governmental decisions relating to a personal financial interest until a 12-month period has elapsed from the time the interest has been disposed or severed.

Example of Industry to Government Restriction

Sergei Konsultantov is an outside contractor that has been hired to manage a major reorganization project for LAUSD. Sergei is on the Board of Directors for several companies who do business with LAUSD.

Sergei must not participate in any governmental decisions for LAUSD relating to any private organization for whom he has served as an employee, officer, or director, even in an unpaid capacity, if less than 12 months has passed since he held such a status. Sergei should contact the Ethics Office before starting his work to put a formal disqualification into effect and to seek out any other ethical safeguards he should have in place.

- (4) In rare and unusual circumstances, LAUSD's General Superintendent or his/her designee upon a showing of good cause may waive the Insider Advantage Restriction in writing with notification to the Board of Education, *prior* to approving a contract or its amendment.

- G. *Safeguard Prospective Employment Discussions* – Contractors and their Representatives shall safeguard any prospective employment discussions with current LAUSD officials, especially when the official is one who may participate "personally and substantially" in a matter relating to the Contractor.

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Example of Safeguarding an Employment Offer

- (1) Audit everything, a firm that does work for LAUSD, has been really impressed by Thora Revue, an audit manager that oversees some of their audits. Audit everything is interested in having Thora work for their firm.

Before Audit Everything begins any prospective discussions with Thora, they should let her supervisor know of their interest and ask what safeguards need to be put in place. For example, if Thora does not outright reject the idea and is instead interested in entertaining the offer, she and her manager will have to work with the Ethics Office to put into effect a disqualification from any further involvement relating to the Contractor before any actual employment discussions are allowed to proceed. Any Contractor who engages in employment discussions with LAUSD officials before a disqualification has been completed is subject to the penalties outlined in this Code.

- H. *Conduct Political Activities Privately* – Contractors and their Representatives shall only engage in political support and activities in their own personal and voluntary capacity, on their own time, and with their own resources.
- I. *Make Philanthropy Voluntary* – Contractors and their Representatives shall only engage in philanthropic activities relating to LAUSD on their own time and with their own resources. LAUSD views philanthropic support as a strictly voluntary opportunity for Contractors to demonstrate social responsibility and good citizenship. No expressions of support should be construed to have a bearing on current or future contracts with LAUSD. And no current or potential contracting relationship with LAUSD to provide goods or services is contingent upon any philanthropic support from Contractors and their Representatives, unless otherwise designated as part of a bid or proposal requirement in an open, competitive contracting process to solicit a specific type of support.
- (1) *Guidelines for Making a Gift to a Public Agency* – Contractors who wish to provide philanthropic support to LAUSD shall abide by the ethical and procedural policies and requirements established by LAUSD which build upon the “Gifts to an Agency” requirements established in California’s Code of Regulations Section 18944.2. For outside entities to make a gift or payment to LAUSD in a manner that maintains public integrity, the following minimum requirements must be met:
- (a) LAUSD must receive and control the payment;
 - (b) LAUSD must use the payment for official agency business;
 - (c) LAUSD, in its sole discretion, must determine the specific official or officials who shall use the payment. The donor may identify a specific purpose for the agency’s use of the payment, so long as the donor does not designate the specific official or officials who may use the payment; and
 - (d) LAUSD must have the payment memorialized in a written public record which embodies the requirements of the above provisions and which:
 - Identifies the donor and the official, officials, or class of officials receiving or using the payment;
 - Describes the official agency use and the nature and amount of the payment;
 - Is filed with the agency official who maintains the records of the agency’s Statements of Economic Interests (i.e. the Ethics Office); and
 - Is filed as soon as possible, but no later than 30 days of receipt of the payment by LAUSD.

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5. Disclosure Obligations

LAUSD expects Contractors and their Representatives to satisfy the following public disclosure obligations:

- A. *Identify Current and Former LAUSD Officials* – To ensure against conflict or improper influence resulting from employment of current or former LAUSD employees, Contractors and their Representatives shall disclose any of their employees, subcontractors or consultants who within the last three years have been or are employees of LAUSD. The disclosure will be in accordance with LAUSD guidelines and will include at a minimum the name of the former LAUSD employee(s), a list of the LAUSD positions the person held in the last three years, and the dates the person held those positions. Public agencies that provide contract services are not subject to this requirement.
 - (1) In rare and unusual circumstances, LAUSD’s General Superintendent or his/her designee upon a showing of good cause may waive this disclosure requirement in writing with notification to the Board of Education, *prior* to approving a contract or its amendment.
- B. *Be Transparent about Lobbying* – Contractors and their Representatives shall abide by *LAUSD’s Lobbying Disclosure Code* and register and fulfill the associated requirements, if they meet the trigger(s). LAUSD’s lobbying policy seeks to enhance public trust and confidence in the integrity of LAUSD’s decision-making process by providing transparency via a public record of the lobbying activities conducted by individuals and organizations. A “lobbying activity” is defined as any action taken with the principal purpose of supporting, promoting, influencing, modifying, opposing, delaying or advancing any rule, resolution, policy, program, contract, award, decision, or other proposal under consideration by LAUSD officials.

For further information on LAUSD’s lobbying policy, Contractors and their Representatives shall review the resource materials available on the Ethics Office website (www.lausd.net/ethics). Failure to comply with LAUSD’s Lobbying Disclosure Code can result in fines and sanctions including debarment from contracting with LAUSD.

- C. *Fulfill the State-Mandated Statement of Economic Interests (“Form 700”) Filing Requirement* – Contractors and their Representatives shall abide by the financial disclosure requirements of California’s Political Reform Act (Gov. Code Section 81000-91015). Under the Act, individual Contractors and their Representatives may be required to disclose economic interests that could be foreseeably affected by the exercise of their public duties in a disclosure filing called the Statement of Economic Interests or Form 700. A Form 700 serves as a tool for aiding public officials at all levels of government to ensure that they do not make or participate in making, any governmental decisions in which they have an interest.
 - (1) *Applicability* – Under the law, individual Contractors and their Representatives are considered public officials and need to file a Form 700 as “consultants”, if the services they are contracted to provide fit the triggers identified by the Political Reform Act. Meeting either of the test triggers below requires a Contractor’s Representative(s) to file a Form 700:
 - (a) *Individual Makes Governmental Decisions* – Filing is required if an individual is involved in activities or decision-making such as: obligating LAUSD to any course of action; authorizing LAUSD to enter into, modify, or renew a contract; granting

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approval for contracts, plans, designs, reports, studies or other items; adopting or granting approval on policies, standards or guidelines for any subdivision of LAUSD; or negotiating on behalf of LAUSD without significant intervening review.

- (b) Individual Participates in the Making of Governmental Decisions for LAUSD and Serves in Staff-like Capacity – Filing is also required if an individual is performing duties for LAUSD on a continuous or ongoing basis extending beyond one year such as: advising or making recommendations to LAUSD decision makers without significant intervening review; conducting research or an investigation; preparing a report or analysis which requires the individual to exercise their judgment; or performing duties similar to an LAUSD staff position that is already designated as a filer position in *LAUSD's Conflict of Interest Code*.

(2) Filing Timelines – Individuals who are legally required to complete a Statement of Economic Interests form must submit a filing:

(a) upon commencement of work with LAUSD,

(b) on an ongoing basis thereafter in accordance with the April 1st annual deadline, and

(c) upon termination of work with LAUSD.

- (3) Process – Contractors and their Representatives shall coordinate with their LAUSD Contract Sponsor(s) to ensure that they meet this state mandate in the manner required by law. Form 700s must be received by the LAUSD Ethics Office to be considered properly filed in accordance with the Political Reform Act.

- (4) Disqualifications – Individuals who must file financial disclosure statements are subject to the requirements of the Political Reform Act as is the case with any other “public official” including disqualification when they encounter decision-making that could affect their financial interests. Contractors and their Representatives shall be responsible for ensuring that they take the appropriate actions necessary, so as not to violate any aspect of the Act.

Examples of Form 700 Filers and Non-Filers

- (5) Maria Ley is an attorney for the firm of Legal Eagles which serves as outside counsel to LAUSD. In her capacity as outside counsel, Maria provides ongoing legal services for LAUSD and as such participates in the making of governmental decisions. Maria's role involves her in advising or making recommendations to government decision-makers and also gives her the opportunity to impact decisions that could foreseeably affect her own financial interests.

Maria would be considered a consultant under the Political Reform Act and would need to file a Form 700.

- (6) The Research Institute has been hired by LAUSD to do a major three-year policy study which will help LAUSD decide the shape and scope of a major after-school tutoring initiative, including the total funding that should be allocated. As part of the Institute's work, their researchers will help LAUSD design and decide on some additional contracts for supplemental survey research. The Institute knows that all the principal researchers on their team will have to be Form 700 filers because their work is ongoing and will influence LAUSD's governmental decision. However, the Institute is unsure of whether their trusty secretary, Bea Addman, would have to be a filer.

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Bea does not need to file. Even though she will be housed at LAUSD for the three years and act in a staff-like capacity, she will provide clerical support primarily and will not participate in making any governmental decisions.

- (7) Bob Builder works for a construction company that will be supporting LAUSD's school-building initiative on a continuous basis. Bob will direct activities concerning the planning and construction of various schools facilities, coordinate land acquisition, supervise teams, set policies, and also prepare various budgets for LAUSD.

Bob meets the trigger defined under the law because as part of the services he will provide, he has the authority to affect financial interests and commit LAUSD to government actions at his discretion. Additionally, in his role, he will be performing essentially the same tasks as an LAUSD Facilities Project Manager which is a position that is already designated in LAUSD's Conflict of Interest Code. Therefore, Bob is required to file a Form 700.

6. Prohibited Activities

A Contractor, its Representative(s) and all other agent(s) acting on its behalf are prohibited from engaging in the following activities:

GENERAL PROHIBITIONS

- A. *Acting in a manner that would be reasonably known to create or lead to a perception of improper conduct that could result in direct or indirect damage to LAUSD or our reputation*
- B. *Acting with the purpose or intent of placing an LAUSD official under personal obligation to any Contractor or its Representatives*
- C. *Conducting business with or on behalf of LAUSD in a manner that would be reasonably known to create or lead to a perception of self-dealing*
- D. *Conducting work on behalf of another client on a matter that would be reasonably seen as in conflict with work performed for LAUSD*
- E. *Disclosing any proprietary or confidential information, including employee or student health information, about LAUSD, our employees, students, or contractors to anyone not authorized by a written LAUSD re-disclosure agreement to receive the information*
- F. *Knowingly deceiving or attempting to deceive an LAUSD official about any fact pertaining to any pending or proposed LAUSD decision-making*
- G. *Making or arranging for any gift(s) or gratuities that violate LAUSD's policies, including:*
 - (1) *Providing any gifts at all to a procurement employee;*
 - (2) *Providing any gifts in excess of LAUSD's gift limit in a calendar year to any LAUSD official or to a member of his/her household; and*
 - (3) *Providing gifts without the necessary public disclosure when disclosure is required*
- H. *Offering any favor, gratuity, or kickback to an LAUSD official for awarding, modifying, or providing preferential treatment relating to an LAUSD contract*
- I. *Receiving or dispersing compensation contingent upon the defeat, enactment, or outcome of any proposed policy or action*
- J. *Taking any action to circumvent LAUSD's system of controls or to provide misleading information on any documents or records*
- K. *Using LAUSD assets and resources for purposes which do not support LAUSD's work*

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- L. *Using LAUSD provided technology or systems to create, access, store, print, solicit or send any material that is false, derogatory, malicious, intimidating, harassing, threatening, abusive, sexually explicit or otherwise offensive*
- M. *Violating or counseling any person to violate any provisions of LAUSD's Contractor Code of Conduct, Lobbying Disclosure Code, Employee Code of Ethics, and/or any other governing state or federal laws*

CONTRACTING PROHIBITIONS

- N. *Dealing directly with an LAUSD official who is a close relative or cohabitant with a Contractor or its Representatives in the course of negotiating a contracting agreement or performing a Contractor's obligation*
 - (1) For the purposes of this policy, close relatives shall be defined as including spouse, sibling, parent, grandparent, child, and grandchild. Cohabitants shall be defined as persons living together.
- O. *Engaging in prohibited communication with LAUSD officials during the Cone of Silence time period(s) of the contracting process*
 - (1) In a competitive contracting process, the Cone of Silence begins from the time when an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Interest and Bid (RFIB), Request for Quote, Request for Qualification, or any other solicitation release is announced by LAUSD until the time a contract award recommendation is made public by the Board Secretariat's posting of the board report for the contract to be approved.
 - (2) In a non-competitive contracting process, the Cone of Silence begins at the time when a proposal is submitted to LAUSD until the time the contract is fully executed.
- P. *Employing any current or former LAUSD employee to perform any work prohibited by the "Cooling Periods" defined in Section 4F of this Code*
- Q. *Making or participating in the making of governmental decisions on behalf of LAUSD when a Contractor or its Representatives has an existing financial interest that is prohibited under the law*
- R. *Making any substitution of goods, services, or talent that do not meet contract specifications without prior approval from LAUSD*
- S. *Making false charges on claims for payment submitted to LAUSD in violation of the California False Claims Act, Cal. Government Code §§ 12650-12655*
- T. *Requesting, attempting to request, or accepting—either directly or indirectly—any protected information regarding present or future contracts before the information is made publicly available at the same time and in the same form to all other potential bidders*
- U. *Submitting a bid as a proposer or sub-proposer on a particular procurement after participating in its development (e.g. identifying the scope of work, creating solicitation documents or technical specifications, developing evaluation criteria, and preparing contractual instruments)*

LOBBYING PROHIBITIONS

- V. *Engaging in any lobbying activities without the appropriate disclosure, if the registration trigger has been met*
- W. *Lobbying on behalf of LAUSD, if a Contractor or its Representatives is lobbying LAUSD officials.*

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- (1) Any person or entity who receives compensation to lobby on behalf of or otherwise represent LAUSD, pursuant to a contract or sub-contract, shall be prohibited from also lobbying LAUSD on behalf of any other person or entity for compensation as this would be considered a conflict of interest.

7. Issues Resolution

Early identification and resolution of contracting or other ethical issues that may arise are critical to building public trust. Whenever possible, it is advisable to initiate the issue resolution process proactively, either with the designated contracting contact if the issue arises during the contracting process, or with the Contract Sponsor in the case of an active contract that is being carried out. It is always appropriate to seek out the Procurement Services Group or the Facilities Contracts Branch to resolve an issue, if another alternative is not possible. Formal disputes regarding bid solicitations or contract awards should be raised and addressed in accordance with LAUSD policy where such matters will be given full, impartial, and timely consideration.

8. Enforcement Provisions

While Contractors and their Representatives are expected to self-monitor their compliance with this Contractor Code of Conduct, the provisions of this Code are enforceable by LAUSD. Enforcement measures can be taken by LAUSD's Procurement Services Group or Facilities Contracts Branch in consultation with the Contract Sponsor, the Ethics Office, the Office of the General Counsel, and the Office of the Inspector General. The Office of the Inspector General may also refer matters to the appropriate authorities for further action.

- A. *Report Violations* – Good faith reporting of suspected violations of the Contractor Code of Conduct is encouraged. Reports of possible violations should be made to the Office of the Inspector General where such reports will be investigated and handled with the level of confidentiality that is merited and permitted by law. No adverse consequences will result to anyone as a result of making a good faith report.
- B. *Cooperate on Audits and Investigations* – Contractors and their Representatives shall cooperate with any necessary audits or investigations by LAUSD relating to conduct identified in this Code. Such audits and investigations may be conducted when LAUSD has reason to believe that a violation of this Code has occurred. Once an audit or investigation is complete, LAUSD may contact a Contractor or their Representatives to establish remedies and/or sanctions.
- C. *Comply with Sanctions* – Contractors and their Representatives shall comply with the necessary sanctions for violations of this Code of Conduct. Remedies can include and/or combine one or more of the following actions:
 - (1) Removal of offending Contractor or subcontractor;
 - (2) Implementation of corrective action plan approved by LAUSD;
 - (3) Submission of training plan for preventing future violations of the Code;
 - (4) Probation for 1-3 years;
 - (5) Rescission, voidance or termination of a contract;
 - (6) Suspension from all LAUSD contracting for a period of time;
 - (7) Prohibition from all LAUSD lobbying activities;
 - (8) Compliance with deferred debarment agreement;
 - (9) Debarment from all LAUSD procurement or contracting; or
 - (10) Other sanctions available by law that are deemed reasonable and appropriate.

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In the case of a procurement in which a contract has yet to be awarded, LAUSD reserves the right to reject any bid or proposal, to terminate the procurement process or to take other appropriate actions.

Failure to remedy the situation in the timely manner prescribed by LAUSD can result in additional sanctions. *Records of violations or any other non-compliance are a matter of public record.*

Any debarment proceeding will follow due process in accordance with the procedures described in LAUSD's Debarment Policy.

9. Future Code Updates

To ensure that LAUSD maintain our effectiveness in promoting integrity in our contracting processes and our use of public tax dollars, LAUSD reserves the right to amend and modify this Contractor Code of Conduct at its discretion. LAUSD's Ethics Office will post the latest version of the Code on its website. Interested parties with ideas on how LAUSD can strengthen our Code to improve public trust in the integrity of LAUSD's decision-making can contact LAUSD's Ethics Office in writing to share their comments. Such comments will be evaluated for future code updates.

LAUSD is not responsible for notifying a Contractor or their Representatives of any changes to this Code. It is the responsibility of a Contractor to keep itself and its Representatives apprised of any changes made to this Code. LAUSD is not responsible for any damages that may occur as a result of a Contractor's failure to fulfill its responsibilities of staying current on this Code.

10. Severability

If one part or provision of this Contractor Code of Conduct, or its application to any person or organization, is found to be invalid by any court, the remainder of this Code and its application to other persons or organizations, which has not been found invalid, shall not be affected by such invalidity, and to that extent the provisions of this Code are declared to be severable.

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EXHIBIT D

WORK ORDER

Work Order No. _____ by _____ (name of school requesting services) is effective as of _____, between the Los Angeles Unified School District (LAUSD) and _____ (Contractor), **Contract No.** _____.

1. Scope of Services:

2. Period of Performance:

3. MAXIMUM AMOUNT FOR THIS WORK ORDER: \$ _____

IN WITNESS WHEREOF, the parties hereto have executed this Services Order under the Agreement referenced above.

LOS ANGELES UNIFIED SCHOOL DISTRICT

School: _____

Local District: _____

Board District: _____

By: _____
(signature)

Name: _____

Title: _____

Contact Email: _____

Contact Phone: _____

Date: _____

CONTRACTOR

By: _____
(signature)

Name: _____

Title: _____

LOS ANGELES UNIFIED SCHOOL DISTRICT

ARTS EDUCATION BRANCH

(to be completed by AEB personnel)

By: _____
(signature)

Name: _____

Title: _____

Date: _____

APPROVED:

☐ YES

☐ NO

EXHIBIT E
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Contractor Invoice Requirements

When submitting invoices, Contractor will ensure that:

- Each invoice contains a unique invoice number;
- Only one invoice per PDF file is submitted (while each file may contain multiple pages);
- Supporting documents, if applicable, are added at the end of the invoice PDF file;
- The invoice PDF file is clear and readable and does not contain any handwritten notations;
- The invoice is on white background or white paper (with no colored paper or shaded areas);
- The invoice does not contain inverted areas (i.e., white characters on black background); and
- Standard fonts are used in the invoice (no cursive, italics, etc.).

Exhibit F
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DATA USE AGREEMENT
BETWEEN

THE LOS ANGELES UNIFIED SCHOOL DISTRICT

AND

[REDACTED]

FOR

THE DISCLOSURE OF EDUCATION RECORDS

1. PARTIES

1.1 Land existing under and pursuant to the constitution and laws of the State of California and with a primary business address at 333 S. Beaudry Avenue, Los Angeles, California 90017.

1.21.2 [REDACTED]

("Contractor") provides

[REDACTED]

with a primary place of business at

[REDACTED].

2. PURPOSE

2.1 The purpose of this Data Use Agreement ("Agreement") is to allow for the District to provide Contractor with personally identifiable information ("PII") from student education records ("studentdata") without consent so that the Contractor may perform the following institutional service or function for which the District would otherwise use employees:

[REDACTED]

2.2 This Agreement is meant to ensure that Contractor adheres to the requirements concerning the use of student information protected under the Family Educational Rights and Privacy Act ("FERPA"), [20 U.S.C. §1232g](#), [34 Code of Federal Regulations Part 99](#), and California Education Code [sections 49060-49085](#) and the confidentiality requirements related to "education records" under FERPA, "PII" under 34 CFR 99, and "covered information" under SB 1177 Student Online Personal Information Protection Act ([SOPIPA](#)) (referred to collectively as "PROTECTED INFORMATION"). Protected Information is information that is protected by specific laws. For example, student records, student and employee health records, and social security numbers, are each covered by specific privacy laws and rules. See Attachment A - *LAUSD FERPA Policy*, Attachment B - *LAUSD HIPAA Policy Regarding Student Information*, and Attachment C - *LAUSD Employee Record Policy* for more information about these types of protected information. This Agreement applies to all interactions between Contractor and District schools.

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2.3 [34 C.F.R. §99.30](#) and Education Code [§49076\(a\)](#) ^{Visual Arts} require the consent of the education rightsholder prior to the release of PII from the education record of a student. An exception to the consent requirement is provided for in [34 CFR §99.31\(a\)\(1\)\(i\)](#) and Education Code [§49076\(a\)\(2\)\(G\)\(i\)](#) for contractors “performing institutional services or functions otherwise performed by school employees.” These contractors are considered “school officials” under FERPA and the California Education Code.

2.4 Under this Agreement, the District considers Contractor to be a school official with legitimate educational interests performing an institutional service or function for which the District would otherwise use employees within the meaning of [34 C.F.R. §99.31\(a\)\(1\)\(i\)](#) and Education Code [§49076\(a\)\(2\)\(G\)\(i\)](#) and this allows the District to disclose PII from education records of students without the consent required by [34 C.F.R. § 99.30](#) and Education Code [§49076\(a\)](#).

2.5 This Agreement does not necessarily describe the complete nature of all interactions between the Contractor and the District. Rather, this Agreement pertains to the disclosure of personally identifiable information from education records only. It is likely that the Contractor has some other form of written agreement with the District (possibly including, but not limited to a separate contract or MOU, a license agreement, a subscription agreement, etc.). However, in so far as it pertains to the subject matter of this Agreement, this Agreement takes precedence over any inconsistencies with any other agreements.

3. PROCESS FOR DATA TRANSFER

The District entered into a five-year Contract on August 1, 2015 with Clever, Inc., (Clever) and EduTone Corporation (EduTone) under which Clever or EduTone receives electronic data from the District containing student-, teacher-, and other information. Clever or EduTone then provides the data to various District vendors, such as Contractor. This alleviates work on the District’s part, which formerly required the creating of separate record layouts for each vendor. By entering into this Agreement, the District authorizes Clever or EduTone to send data to Contractor in accordance with the District’s Contract with Clever and EduTone.

4. DISTRICT DUTIES

4.1 The District will provide student data in compliance with the Family Educational Rights and Privacy Act (“FERPA”), [20 U.S.C. section 1232g and 34 C.F.R. 99](#), and California Education Code [sections 49060-49085](#).

4.2 The District will provide the following student data to the Contractor:

[REDACTED]

5. CONTRACTOR DUTIES

5.1 The Contractor will perform the following duties in regard to any student data it obtains:

- 5.1.1 Not disclose the information to any other party without the consent of the parent or eligible student;
- 5.1.2 Use the data for no purpose other than the work stated in this Agreement;
- 5.1.3 Allow the District access to any relevant records for purposes of completing authorized audits;

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- 5.1.4 Require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA and other federal and California laws with respect to the data shared under this Agreement;
 - 5.1.5 Designate in writing a single authorized representative able to request data under this Agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the completion of any projects and the return or destruction of data as required by this Agreement. District or its agents may, upon request, review the records required to be kept under this section;
 - 5.1.6 Maintain all data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of this Agreement. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from Contractor to any other institution or entity;
 - 5.1.7 Destroy or return all personally identifiable information obtained under this Agreement when it is no longer needed for the purpose for which it was obtained no later than 60 days after it is no longer needed. In the event Contractor destroys the PII, Contractor shall provide the District with certification of such destruction. Failure to return or destroy the PII will preclude Contractor from accessing personally identifiable student information for at least five years as provided for in [34 C.F.R. section 99.31\(a\)\(6\)\(iv\)](#).
- 5.2 If Contractor is an operator of an Internet website, online service, online application, or mobile application, Contractor shall comply with the requirements of California Business and Professions Code [section 22584](#) and District policy as follows:
- 5.2.1 Contractor shall not (i) knowingly engage in targeted advertising on the Contractor's site, service or application to District students or their parents or legal guardians; (ii) use PII to amass a profile about a District student; (iii) sell information, including PII; or (iv) disclose PII without the District's written permission.
 - 5.2.2 Contractor will store and process District Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Contractor warrants that all electronic District Data will be encrypted in transmission using SSL [(Secure Sockets Layer)] [or insert other encrypting mechanism] (including via web interface) [and stored at no less than 128-bit level encryption]. "Encryption" means a technology or

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methodology that utilizes an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key, and such confidential process or key that might enable decryption has

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not been breached, and shall have the meaning given to such term under HIPAA and HIPAA Regulations, including [45 CFR §164.304](#).

5.2.3 Contractor shall delete a student's covered information upon request of the District.

5.2.4 District Data will not be stored outside the United States without prior written consent from the District.

5.3 Contractor shall comply with the District's information security specifications prior to receiving any electronic transfers of pupil record information from any District-approved third party contractor, such as Clever or EduTone. District may require Contractor to provide documentation of compliance prior to any transmittal.

5.4 If Contractor will (1) provide cloud-based services which will involve digital storage of pupil records or (2) provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use pupil records, then, the following requirements in compliance with California Education Code [section 49073.1](#) pertain:

5.4.1 The pupil records continue to be the property of and under the control of the District;

5.4.2 Contractor will not use any information in the pupil record for any purpose other than those required or specifically permitted by this Agreement.

5.4.3 In order for a parent, legal guardian or eligible pupil to review personally identifiable information in the pupil's records and correct erroneous information, Contractor shall:

[REDACTED]

5.4.4 Contractor shall take the following actions, including the designation and training of responsible individuals, to ensure the security and confidentiality of pupil records:

[REDACTED]

5.4.5 Contractor shall use the following procedure for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records:

[REDACTED]

5.4.6 Contractor certifies that it will not retain the pupil records upon completion of these services. Contractor will take the following actions to enforce this certification:

[REDACTED]

5.4.7 Contractor shall not use personally identifiable information in pupil

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records to engage in targeted advertising.

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5.4.8 The following shall be considered a part of and required under this Agreement:

- **The District's Contractor Code of Conduct**

(https://achieve.lausd.net/site/handlers/filedownload.ashx?moduleinstanceid=42034&dataid=58773&FileName=Contractor_Code_of_Conduct_2018.pdf)

- **SB 1177 Student Online Personal Information Protection Act (SOPIPA)**

(https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201320140SB1177)

5.5 **Additional Contractor Duties Pertaining to Protected Information**

5.5.1 In addition to any Contractor obligations stated elsewhere in this Agreement, Contractor shall notify the District in writing as soon as possible, but in no event more than two (2) business days, after Contractor becomes aware of any breach of or security Incident involving the District's **PROTECTED INFORMATION** (see Section 2.2). Contractor shall be deemed to be aware of any breach or security incident as of the first day on which such breach or security incident is known or reasonably should have been known to its officers, employees, agents or subcontractors. Contractor shall identify as soon as practicable each individual whose unsecured **PROTECTED INFORMATION** has been, or is reasonably believed by Contractor to have been, accessed, acquired, or disclosed during such breach or security incident. Contractor shall cooperate in good faith with the District in the investigation of any breach or security incident.

5.5.2 Contractor shall take prompt corrective action to remedy any breach or security incident, mitigate, to the extent practicable, any harmful effect of a use or disclosure of **PROTECTED INFORMATION**, and take any other action required by applicable federal and state laws and regulations pertaining to such breach or security incident.

5.5.3 Contractor will provide written notice to the District as soon as possible but no later than twenty (20) calendar days after discovery of the breach or security incident of the actions taken by Contractor to mitigate any harmful effect of such breach or security incident and the corrective action Contractor has taken or shall take to prevent future similar breaches or security incidents. Upon the District's request, Contractor will also provide to the District a copy of Contractor's policies and procedures that pertain to the breach or security incident involving the District's **PROTECTED INFORMATION**, including procedures for curing any material breach of this Agreement.

5.5.4 Contractor shall make reasonable efforts to trace lost or translate indecipherable transmissions. Contractor shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Contractor.

5.5.5 Contractor shall take appropriate security measures to protect the confidentiality, integrity and availability of the District's **PROTECTED INFORMATION** that it creates, receives, maintains, or transmits on behalf of

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the District and to ~~prevent~~ ^{Visual Arts} any use or disclosure of the District's **INFORMATION** other than as provided by the Agreement. Appropriate security measures include the implementation of the best practices as specified by the [ISO 27001/2](#), [NIST](#), or similar security industry guidelines.

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6. **AUTHORIZATION FOR TRANSFER OF DATA.**

6.1 The District hereby authorizes Contractor to receive the student data listed in Section 4.2.

6.2 Contractor agrees that District makes no warranty concerning the accuracy of the student data provided.

7. **TERM**

7.1 This Agreement shall be effective on the date the last party signs and shall be for a three- year (36 months) term to match any Contractor interactions with the District under which the Contractor receives student data.

7.2 Either party may terminate this Agreement for any reason at any time upon reasonable notice to the other party.

8. **NOTICES**

8.1 All notices required or permitted by this Agreement shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, facsimile or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally-recognized overnight courier, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

8.2 Notices shall be delivered to the following:

DISTRICT:

Attention: Oscar Lafarga, Executive Director
Office of Data and Accountability
333 South Beaudry Avenue, 16th Floor
Los Angeles, CA 90017
TEL: (213) 241-2460
FAX: (213) 241-8462

CONTRACTOR:

Attention: _____

TEL: _____
FAX: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last day noted below.

ANGELES UNIFIED SCHOOL DISTRICT

By: _____ Date: _____

Name, Title/Position: Oscar Lafarga, Executive Director, Office of Data and Accountability

CONTRACTOR

By: _____
(sign here)

Date: _____

Name, Title/Position:



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