

## **Memorandum of Understanding Between Natomas Unified School District and SchoolYard Rap**

This Contract (“Contract”) is entered into this 8th day of June, 2021 (“Effective Date”) by and between the Natomas Unified School District (“District”) and SchoolYard Rap (“Contractor”) at all nine K-5 and K-8 Schools.

- 1. Overview.** This memorandum of understanding (MOU) specifies the expectations of the partnership between Natomas Unified School District (NUSD) and SchoolYard Rap to provide access to SchoolYard Rap educational materials through the Homeschool History Subscription (365 days). The partnership includes HSH in person Training.
- 2. Term.** The term of this Contract (“Contract Term”) is one (1) year commencing on July 1, 2021 and ending on June 30, 2022. If both Parties jointly agree, it may be extended more days or month(s) during the 2021-2022 school year by written addendum.
- 3. Termination.** This Contract may be cancelled by either party with thirty (30) days written notice, for any reason not in violation of state or federal law. Written notice by the District or the Contractor shall be sufficient to stop further performance of the Services. Notice shall be deemed given when received by the Contractor or the District or no later than three (3) calendar days after the date of mailing of such Notice, whichever is sooner. If the District terminates the contract, the District shall pay Contractor for Services satisfactorily provided as of the effective date of termination.
- 4. Program Elements. Homeschool History Content.**
  - 10-episodes of “Homeschool History” that teach about Black History in an engaging and informative fashion
  - 5 episodes of “Homeschool History” that teach about Latinx History in an engaging and informative fashion (September)
  - Worksheets, Note-catchers, and assessments for each episode
  - Lexile level text sets for each episode
  - 10 Lyric videos, each with a discussion prompt for teachers to maintain conversation well beyond Black History Month
  - 10 Lyric videos, each with a discussion prompt for teachers to maintain conversation well beyond Latinx/Hispanic History Month (September)
- 5. COVID Guidelines and Procedures.** Contractor hereby (i) acknowledges that it has received a copy of, has read, understands, and (ii) agrees it will comply with any and all current County Department Public Health (CDPH) and County Public Health (CPH) Guidance.

Contractor acknowledges and understands that the CDPH and CPH Guidance set forth limitations on group gatherings and events, and additional requirements pertaining to social distancing, face coverings, hygiene, disinfection/sanitation, symptom checks and screening procedures, temporary signage, and related measures pertaining to the operation of Contractor's use and activities to prevent the spread of COVID-19. Contractor agrees at its sole cost and expense, that it shall be solely responsible for developing and enforcing proper protocols and procedures, and otherwise ensuring compliance with these requirements by Contractor's employees, volunteers, participants, partners, officers, members, agents, customers, guests, invitees, staff, and spectators. Contractor will provide its staff, including volunteers, with information and training in public health measures, hygiene, and sanitation to help prevent the spread of COVID-19.

6. **Indemnity and Hold Harmless.** To the fullest extent allowed by law, Contractor shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of Contractor, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it. The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the Contractor. The LEA shall have the right, in its sole discretion, to select counsel of its choice to provide the defense at the sole cost of the Contractor or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold Contractor and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("Contractor Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding Contractor and/or any Contractor Indemnities).

7. **Assumption of Risk.** Contractor understands and acknowledges that, due to the ongoing COVID-19 crisis, there are certain risks inherent in visiting public and communal spaces, such as District's facilities and grounds, and/or engaging in activities, gatherings, or events with or within proximity of others, including, without limitation, accident, personal or bodily injury, illness, viral or bacterial exposure or infection, and/or death, and that engaging in such activities may be dangerous. Contractor agrees that the District cannot ensure the safety of Contractor's employees, volunteers, participants, partners, officers, members, agents, customers, guests, family, heirs, staff, invitees, and spectators from risks associated with COVID-19 or other related or similar pandemics. Contractor's employees, volunteers, participants, partners,

officers, members, agents, customers, guests, family, heirs, staff, invitees, and spectators (collectively and individually, Contractor, hereby acknowledges and assumes full responsibility for and risk of accident, personal or bodily injury, illness, viral or bacterial exposure or infection, and/or death due to Contractor or any member of Contractor's, or in any way associated with, COVID-19 or other related or similar pandemic that directly or indirectly results from, arises out of, or in any manner is connected with Contractor's use of or presence in, upon, or about District facilities or the facility, grounds, property, or equipment. This assumption of responsibility and risk includes, without limitation, all known and unknown risks and dangers, inherent or otherwise.

- 8. Total Compensation.** Under this agreement, the District agrees to pay \$46,000 plus applicable taxes. (\$5,000 per school and \$1,000 HSN in person Training.) Fee terms payable in 45 days upon receipt of invoice.

Payments directed to the following address:  
SchoolYard Rap  
4866 Seaview Avenue  
Castro Valley, CA 94546

- 9. Clearance Requirements.** Contractor shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.
- 10. Assignment.** The obligations of the Contractor pursuant to this Contract shall not be assigned by the Contractor.
- 11. Compliance with Laws.** The Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. The Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If the Contractor observes that any of the Services required by this Contract are at variance with any such laws, ordinance, rules or regulations, the Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon the Contractor's receipt of a written termination notice from the District. If the Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, the Contractor shall bear all costs arising therefrom.
- 12. Conflict of Interest.** The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. The Contractor shall not hire any officer or employee of the District to perform any service by this Contract. The Contractor affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between the Contractor's family,

business or financial interest and the services provided under this Contract, and in the event of change in either private interest or Services under this Contract, any question regarding possible conflict of interest which may arise as a result of such change shall be brought to the District's attention in writing.

13. **Notice.** Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or electronic mail, addressed as follows:

**District:**

**Natomas Unified School District  
1901 Arena Blvd.  
Sacramento, CA 95834**

**Email: Jcleveland@natomasunified.org  
ATTN: Javetta Cleveland**

**Contractor:**

**SchoolYard Rap  
4866 Seaview Avenue  
Castro Valley, CA 94546**

**Email: schoolyardrap@gmail.com  
ATTN: Brandon Brown**

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

**Natomas Unified School District**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Javetta Cleveland, Deputy Superintendent  
Its Duly Authorized Representative

**SchoolYard Rap**

Date: 6/2/2021

By:  \_\_\_\_\_

Print Name Brandon Brown  
Its Duly Authorized Representative