



SCHOOL BOARD ACTION REPORT

DATE: December 11, 2018
FROM: Ms. Denise Juneau, Superintendent
LEAD STAFF: Gail Sehlhorst, Program Manager Visual & Performing Arts, ghsehlhorst@seattleschools.org; Kyle Kinoshita, Chief of Curriculum, Assessment & Instruction, kdkinoshita@seattleschools.org
Michael Tolley, Associate Superintendent of Teaching & Learning, mftolley@seattleschools.org

For Introduction and Action: December 19, 2018

1. TITLE

The Creative Advantage Arts Partnership Fund with the City of Seattle Office of Arts & Culture

2. PURPOSE

This Board Action Report details the \$334,000 Memorandum of Agreement funding The Creative Advantage pathway partnerships for cohorts 1, 3, and 4 as described in the agreement.

3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to execute the Memorandum of Agreement with the City of Seattle Office of Arts & Culture for \$334,000 for The Creative Advantage pathways, with any minor additions, deletions and modifications deemed necessary by the Superintendent and to take and necessary actions to implement the agreement. Immediate action is in the best interest of the District.

4. BACKGROUND INFORMATION

a. Background

The Creative Advantage is a city-wide initiative to establish equitable access to arts education for every Seattle Public Schools student. It is a collective impact partnership that includes SPS, the City of Seattle of Arts & Culture, Seattle Foundation as the fiscal sponsor, and nearly 100 arts organizations and artists. It is one of many mechanisms to realize SPS's K-12 Arts Plan. Seattle Public Schools and their partners share a collective vision of a city where, through the arts, every school provides an arts rich learning environment where youth have voice to influence positive change in their schools and develop skills for work and life.

Since its launch in 2013, The Creative Advantage has implemented its approach in 61 schools across six K-12 pathways and the following progress has been made:

- The number of K-5 and K-8 schools with **visual art and music classes** taught by certified teachers has more than doubled.

- Evidence of **21st century learning** skills (creativity, critical thinking, communication, collaboration, growth mindset and perseverance) and **Culturally-Responsive Teaching** found in The Creative Advantage classrooms is higher than the statewide average.
- Hundreds of teachers have attended professional development to learn how to **integrate arts** disciplines (dance, media arts, music, theater, visual arts) into other core subjects. Arts Integration is instruction that connects content and skills from the arts and other subject areas. This approach allows students to deepen their mastery of each subject and skills like creative problem-solving, team work, and critical thinking.
- New media arts skills center courses have been developed for high school students to **connect the arts to careers** in creative industries.
- To date, 44 Creative Advantage schools have received funds (\$15,000/school) to develop their own **partnerships with teaching artists and arts organizations** to support their students and staff with in-class arts residencies and professional development that increase student engagement with arts learning that is culturally-relevant and aligned to school arts goals developed by each school's art team.

Funds for school arts partnerships are provided by the City of Seattle Office of Arts & Culture. Upon completion of a school arts vision and action plan, each school receives a total of \$15,000 over two to three years to work toward their school arts goals through arts in-school partnerships that focus on either arts integration or culturally-focused arts experiences. The goal of The Creative Advantage is that every student has consistent access to Seattle's diverse corps of teaching artists to broaden and deepen their arts learning.

In the 2018-19 school year, funds from the Office of Arts & Culture will support 21 schools in the Southeast region (schools in the Aki Kurose and Mercer K-12 Pathways are in year two implementation and will each receive \$7,500), eight schools in the Southwest (schools in the Madison K-12 Pathway are in year one and will each receive \$3,000), eight schools in the Central (schools in McClure Pathway will each receive \$3,000), as well as Meany Middle School (a new school in year two of implementation that will receive \$7,500). The Southeast region will also receive \$60,000 for a regional partnership. Immediate action is requested in order to receive funds budgeted in the Office of Arts & Culture's 2018 budget.

- b. **Alternatives** one alternative is to not accept the Interlocal Agreement. This would require Seattle Schools to find the funding to maintain the current cohorts with no expansion. This is not advised since funds for the Visual & Performing Arts Program are limited at all school sites.
- c. **Research**
Research shows the arts promote academic and life outcomes by providing opportunities to learn critical thinking skills and build technical capacity for expression. This suggests that arts education plays a key role in the development of local talent and a 21st century workforce. Integrating art disproportionately benefits low-income students, demonstrating out-size gains in English and Math scores, fewer behavioral challenges

college attendance, voting, and volunteering in their community. *Catterall, J. S., Dumais, S. A., & Hampden-Thompson, G. (2012). The Arts and Achievement in At-Risk Youth: Findings from Four Longitudinal Studies*

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be \$334,000 in funds for arts partnerships and SPS administrative fees.

The revenue source for this motion is city grant funds.

Expenditure: One-time Annual Multi-Year N/A

Revenue: One-time Annual Multi-Year N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District’s Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

This action is “Tier 3: Collaborate” due to extensive community engagement that determined partnerships were essential to build arts-rich learning environments and exposure to the arts by professional artists. The goals and approach of The Creative Advantage were based on extensive community engagement in 2012 that included surveys, six regional town halls with focus groups conducted by a third-party researcher, focus groups with students, teachers and arts organizations; and a six-month focus group with principals and district leaders.

In addition, schools experience a facilitated collaboration to determine how partnership funds will be spent. At the school level, each arts team is made up of a school leader, teachers and other schools staff (both arts and non-arts), family members, community partners, and in some cases, students. Each arts team goes through a series of facilitated consensus workshops to develop a shared arts vision, year one and year two action plans as well as a sustainability arts planning workshop in the last year The Creative Advantage implementation. The team collectively decides how their partnership funds will be spent.

7. EQUITY ANALYSIS

In research conducted in 2012, a third-party researcher found that access to arts learning at SPS was disproportionality low for students who were African American, Latino, English-Language Learners, and student who qualify for Free and Reduced Lunch and SPED services.

Research shows that students who participate in the arts do better academically, are more engaged in learning, are more likely to stay in school and go to college and as adults are more likely to engage civically in their communities when compared to peers who have not had an arts education. This correlation increased in students who are in the bottom quartile of socioeconomic status.

Because of these findings, The Creative Advantage has ordered its implementation by targeting regions of SPS that have greater racial diversity and higher numbers of Title 1 schools. However, research conducted for The Creative Advantage has also found that even at schools with higher overall participation in the arts, students who are African American, Latino, and Native American, and Pacific Islander are less likely to participate in the arts within those schools. For this reason, The Creative Advantage will be implemented in every SPS school with a focus on conducting racial equity analysis within regional and school arts team consensus workshops.

8. STUDENT BENEFIT

Students who participate in the arts demonstrate growth in academic, artistic and social-emotional areas. The Creative Advantage requires that the school arts partnerships it funds intentionally focus on arts integration and culturally-relevant learning because they increase academic engagement. Arts partnerships also help students to recognize new skills in themselves and others; and build 21st Century skills (creativity, critical thinking, collaboration, communication, perseverance, and growth mindset) that will help them to be successful in career and life. Schools that will receive funds from The Office of Arts & Culture for arts partnerships in the 2018-19 school year are:

Coe Elementary Hay Elementary Queen Anne Elementary Catherine Blaine K-8 TOPS K-8 McClure Middle School Center High School Meany Middle School	Alki Elementary Fairmount Park Elem Gatewood Elementary Genessee Hill Elementary Lafayette Elementary Pathfinder K-8 Madison Middle School West Seattle High School Interagency High School	Dunlap Elementary Emerson Elementary Graham Hill Elementary Martin Luther King Jr. Elem Rainier View Elementary Wing Luke Elementary South Shore K-8 Aki Kurose MS Rainier Beach High Sch South Lake High School	Beacon Hill Elementary Dearborn Park Elementary Hawthorn Elementary Kimball Elementary Maple Elementary Van Asselt Elementary Orca K-8 Mercer Intl Middle Cleveland STEM HS Franklin HS
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9. WHY BOARD ACTION IS NECESSARY

- Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
- Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- Adopting, amending, or repealing a Board policy
- Formally accepting the completion of a public works project and closing out the contract
- Legal requirement for the School Board to take action on this matter
- Board Policy No. _____, [TITLE], provides the Board shall approve this item
- Other: _____

10. POLICY IMPLICATION

Board Policy No 6114, grant exceeds \$250,000.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Curriculum & Instruction Committee meeting on December 11, 2018. The Committee reviewed the motion and moved it forward to the full Board for approval.

12. TIMELINE FOR IMPLEMENTATION

Upon approval, the district will execute the Memorandum of Agreement and funds will be made available to schools to begin the arts education partnerships as described therein.

13. ATTACHMENTS

- Memorandum of Agreement (For Approval)

Contract Number: CC180024
Expiration Date: August 31, 2019
Project Name: The Creative Advantage Arts Partnerships Fund

**Memorandum of Agreement
Between
Office of Arts & Culture
and
Seattle School District No. 1
For
The Creative Advantage Arts Partnerships Fund (December 2018 – August 2019)**

THIS AGREEMENT is entered into by the City of Seattle (hereinafter called the "City"), acting by and through the Office of Arts & Culture and its Director, and **Seattle School District No. 1** (hereinafter called the "Organization").

WHEREAS, the Office of Arts & Culture is established pursuant to Ordinance 121006 to promote and encourage public programs to further the development and public awareness of and interest in the fine and performing arts in Seattle; and the Office of Arts & Culture is authorized to sponsor such programs either alone or in cooperation with other public or private agencies;

WHEREAS, the Office of Arts & Culture has established a mission to promote the value of art and culture in communities throughout Seattle; and

WHEREAS, the Office of Arts & Culture has established an ongoing partnership with Seattle School District No. 1 (hereinafter called "The Creative Advantage") to provide sustainable, equitable arts learning in Seattle Public Schools;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and performances hereinafter described, the parties hereto agree as follows:

1. TERM OF AGREEMENT: This agreement shall be effective beginning **December 1, 2018**, and shall expire on **August 31, 2019**, unless terminated earlier pursuant to the provisions hereof. The Organization shall complete the services under (2) Scope of Work as well as submittal of all invoices and final documentation by the expiration date, unless it has been extended by written amendment between the parties. Additionally, all work requested of the Organization by the Office of Arts & Culture, completed by the Organization and accepted by the Office of Arts & Culture prior to the execution of this agreement is hereby ratified and confirmed.

2. SCOPE OF WORK: The Organization shall oversee the administration and distribution of Arts Partnership Funds for The Creative Advantage Regional and School Arts Partnerships as specified below.

- Cohort 1: Central Arts Pathway's Meany Middle School's Arts Partnerships
- Cohort 3: Southeast Region Targeted Arts Partnership and individual School Arts Partnerships
- Cohort 4: Madison and McClure Arts Pathways Targeted Arts Partnerships, and School Arts Partnerships

Project Description

Targeted Arts Partnership – The Organization will oversee the implementation of a Targeted Arts Partnership that builds regional capacity for the arts across multiple schools in the Southeast Arts Pathway and one Cohort 4 Pathway during the 2018-19 school year. The Organization will guide schools in prioritizing Targeted Arts Partnership (TAP) investments, and track and monitor spending and invoicing for the **\$60,000** TAP funds to ensure that the goals of The Creative Advantage are being met.

School Arts Partnerships – The Organization will oversee and manage The Creative Advantage School Arts Partnerships fund distribution for partnerships and related administrative fees, totaling **\$219,000**: \$7500 per twenty-one Southwest schools, \$3000 per eighteen Cohort 4 Schools, and \$7500 for one Central school (Meany Middle School) throughout the 2018-19 year. The Organization will track and monitor spending and invoicing for each Arts Pathway school partnership with Community Arts Partners from the City’s Community Arts Partner Roster to ensure that the goals of The Creative Advantage program are being met.

1. The Organization will ensure that each school uses funds only for payment to teaching artists and arts organizations selected from The Creative Advantage Community Arts Partner Roster.
2. Partnerships between schools and community arts partners must fall under one of the following categories:
 - a. Professional development for school staff that focuses on high quality arts integration
 - b. Teaching artist residencies that provide integrated arts learning experiences to students
 - c. Teaching artist residencies that provide cultural arts learning experiences to students
3. Funds can only be used to pay community arts partners for the following services, and may NOT be used to pay for SPS staff time:
 - a. Hours spent providing service in class or professional development
 - b. Preparation time
 - c. Materials
 - d. Administrative fees
 - e. Student transportation related to teaching artist residencies
4. The Organization will ensure that each Pathway school develops a personal services contract between the school and the community arts partner before services begin
5. The Organization will track and report on spending of the funds in August 2018 and December 2018.
6. The Organization will update and distribute a document for Pathway schools reflecting guidelines for spending The Creative Advantage Funds.

District and Regional Arts Planning Support and SPS Admin Fees – \$55,000 to support Arts Regional and Pathway convenings that meet the goals of The Creative Advantage, to include regional and pathway arts meetings, school arts team meetings, principal and leadership meetings, and SPS administrative fees at no greater than 13.83% of total funds.

Costs of Service: The Organization shall be responsible for the payment of all costs related to the services to be performed under this Agreement including but not limited to all expenses for personnel, rent, advertising, guest artists, royalties, administration, governmental licenses, fees, and excise and admission taxes.

3. COMPENSATION: The City shall pay the Organization the total sum of **\$334,000 (One Hundred Thousand Dollars and Zero Cents)** upon:

- the satisfactory performance of the services described in Section 2, hereof; and
- the fulfillment to the reasonable satisfaction of the Office of Arts & Culture of the requirements described in Sections 4 and 5 hereof, including a signed invoice and final report.

The District may invoice the Office of Arts & Culture for incremental payments as frequently as monthly, providing with each invoice a brief written statement of the progress on the services described in Section 2 and Exhibit A. The first invoice may be submitted on or after **October 1, 2018**, and the final payment shall be made following submission of the required Final Report and deliverables. Additional invoices may be submitted at intervals not more frequently than monthly.

4. REQUIRED CREDIT TO THE CITY: All public announcements, programs, advertising, and other forms of notice relating to the activity and service contemplated under this Agreement and produced by, for, or under the direction of the Organization shall clearly show that such activity and service are co-sponsored by the City of Seattle and the Office of Arts & Culture, in cooperation with the Organization. Such acknowledgement may be made by the use of the **approved logo** of the Office of Arts & Culture, and /or by the following **wording** unless other wording is approved by the Director:

Seattle Office of Arts & Culture

The Organization's acknowledgement of sponsorship by the City and by any other entity shall be made visible in a manner directly proportionate to the respective levels of funding, including but not limited to, precedence or sequential order in the "billing" or acknowledgement given and in the type size used therefore.

5. REQUIRED OPPORTUNITY FOR ACCESS AND FINAL DOCUMENTATION:

A. FINAL REPORTING – Upon completion of the project, the Organization shall submit on such form(s) as shall be provided by the Office of Arts & Culture, a written final report of the services rendered by the Organization for which it requests compensation pursuant to this Agreement. This report shall include proof of the required credit described in Section 4.

B. PERMISSION FOR USE OF PROJECT IMAGES – The Organization s requested to provide photo images of the services supported under this Agreement, if available. The Office of Arts & Culture agrees that it will make use of such images for non-commercial purposes only, in connection with promoting the work of the Office and the cultural community. The Organization will provide photo captions and the names of the photographers to ensure that appropriate credit is given if images are used. **By submitting photo images, the Organization grants permission for such use and represents that he/she/it has the right to authorize the use of such images by the Office of Arts & Culture, including necessary parental permission for photos of children under 18.**

6. COMPLIANCE WITH LAWS:

A. GENERAL REQUIREMENTS: The Organization shall comply with the applicable laws of the United States of America, the State of Washington, the Charter and ordinances of the City, and applicable rules and regulations of all such governmental entities, as well as the directives of authorized officials and employees thereof including but not limited to the City Fire Marshall, Police Chief, Director of Construction and Land Use, and Health Officer.

B. NONDISCRIMINATION/EQUAL OPPORTUNITY:

- 1) The Organization shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Organization shall take affirmative efforts to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap. Such efforts shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.
- 2) The Organization shall furnish to the Director of Executive Administration (or his/her designee), upon request and on such form as may be provided therefore, a report of the affirmative efforts taken by the Organization in implementing the requirements of this section, and will permit access to the Organization's records of employment, employment advertisements, application forms, other pertinent data and records requested by the Director of Executive Administration for the purposes of investigation to determine compliance with the requirements of this section.
- 3) The Organization, by executing this Agreement, is affirming that the Organization complies with all applicable federal, state, and local non-discrimination laws, particularly the requirements of SMC Ch. 20.42 as incorporated in this Agreement. Any violation of the mandatory requirements of the provisions of this section shall be a material breach of Agreement for which the Organization may be subject to damages and sanctions provided for by the Agreement and by applicable law, including but not limited to debarment from City contracting activities in accordance with SMC Ch. 20.70.
- 4) The foregoing provisions of this section shall be inserted in all subcontracts for the Work covered by this Agreement.

7. LIABILITY: The Organization does hereby release and shall defend, indemnify, and hold the City and its employees and agents harmless from all losses, liabilities, claims (including claims arising under federal, state or local environmental laws), costs (including attorneys' fees), actions or damages of any sort whatsoever arising out of the Organization's performance of the services contemplated by this Agreement to the extent attributable to the negligent acts or omissions, willful misconduct or breach of this Agreement by the Organization, its servants, agents, and employees. In furtherance of these obligations, and only with respect to the City, its employees and agents, the Organization waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit or similar laws. The Organization acknowledges that the

foregoing waiver of immunity was mutually negotiated and agrees that the indemnification provided for in this section shall survive any termination or expiration of this Agreement.

At the option of the City and upon written notice to the Organization, said Organization shall secure from an insurance company authorized to do business in the State of Washington, and maintain during the full term of this Agreement, general comprehensive liability insurance expressly naming The City of Seattle as an additional insured against all claims and risks in connection with the services to be performed by the Organization under this Agreement, specifying that the insurer will not terminate, reduce, or otherwise change such insurance coverage without providing at least thirty (30) days prior written notice of such action to the Office of Arts & Culture, City of Seattle, 700 Fifth Avenue, Suite 1766, PO Box 94748, Seattle, WA 98124-4748, or such other address as may be specified by Arts & Culture. Upon request of the Director of the Office of Arts & Culture, the Organization shall provide to Arts & Culture a Certificate of Insurance, or other evidence of such insurance, all in a form satisfactory to said Director, documenting that the insurance that may be required under this section is in full force and effect.

8. NO SUBCONTRACTING: The Organization may not subcontract any its services under this Agreement (except those services specifically identified in the project application submitted to the City prior to the execution of this Agreement, as services to subcontracted) unless such subcontract is specifically approved by an authorized representative of the Office of Arts & Culture.

9. NO FUTURE SUPPORT: The City makes no commitment to future support and assumes no obligation for any future financing of the Artist's/Organization's activity except as set forth in the Agreement.

10. TERMINATION OF AGREEMENT; CITY REMEDIES: Either party may terminate this Agreement for just cause by providing to the other party prior written notice of termination specifying in such notice the effective date thereof. In the event of termination by the City because of the Artist's/Organization's default, the Organization shall not be relieved of liability to the City for any damages sustained by the City by reason of such default or arising from the performance of improper performance under this Agreement; and in that connection, in addition to all other remedies available to the City, the City may withhold, for the purpose of setoff, and compensation due to the Organization.

11. DIRECTOR: The term "Director," as used herein, means the Office of Arts & Culture Director or his/her designee.

12. NO WAIVER: No waiver of full performance by either party shall be construed, or operate, as a waiver of any subsequent default of any of the terms, covenants and conditions of this Agreement. The payment or acceptance of compensation for any period after default shall not be deemed a waiver of any right or acceptance of defective performance.

13. AMENDMENT: The parties hereto expressly reserve the right to amend this Agreement from time to time as they deem necessary and appropriate; provided, that no modification hereof shall be valid unless in writing and signed by the authorized representatives of the parties hereto.

14. APPLICABLE LAW: This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.

15. COMPLETE AGREEMENT: This Agreement contains the complete Agreement between the parties.

IN WITNESS WHEREOF, the two parties hereto have affixed their signatures below:

ORGANIZATION

THE CITY OF SEATTLE

By _____
(Signature)

By _____
(Signature)

Denise Juneau, Superintendent
Seattle School District No. 1
Federal ID# _____

Randy Engstrom, Director
Office of Arts & Culture

Date

Date

Denise Juneau, Superintendent Seattle School District No. 1 Mail Stop 32-150 PO Box 34165 Seattle, WA 98124-1165	Office of Arts & Culture City of Seattle 700 5 th Avenue, Suite 1766 PO Box 94748 Seattle, WA 98124-4748
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