

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	18-0494
Introduction Date	4/11/18
Enactment Number	18-0599
Enactment Date	4/11/18 er



# OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

## Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent

**Board Meeting Date** 4/11/18  
*(To be completed by Procurement)*

**Subject** Memorandum of Understanding - Kinderdance East Bay (contractor) - Community Schools and Student Services Department (site/department)

**Action Requested** Approval by the Board of Education of the Memorandum of Understanding between the District and Kinderdance East Bay. Services to be primarily provided to the Community Schools and Student Services Department for the period of September 1, 2017 through May 31, 2018.

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

Kinderdance supports OUSD Health and Wellness initiatives through developmental dance, movement and fitness classes that promote physical, cognitive, and emotional growth. Children increase strength, flexibility, coordination, balance, overall fitness and nutritional knowledge, while increasing their problem-solving ability and creative thinking.

**Discussion**  
*One paragraph summary of the scope of work.*

Approval by the Board of Education of a Memorandum of Understanding between the District and Kinderdance East Bay, Oakland, CA, for the latter to teach the Kinderdance developmental movement and fitness program where children are educated through games, music, and exercise at Crocker Highlands Elementary School, for the period of September 1, 2017 through May 31, 2018, at no cost to the District.

**Recommendation** Approval by the Board of Education of a Memorandum of Understanding between the District and Kinderdance East Bay. Services to be primarily provided to the Community Schools and Student Services Department for the period of September 1, 2017 through May 31, 2018.

**Fiscal Impact** Funding resource name (please spell out): No fiscal impact.

**Attachments**

- Memorandum of Understanding
- Scope of Work
- Statement of Qualifications
- Clearance Letter
- Certificate of Insurance



# CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office  
With *Every* Consent Agenda Contract.

Legislative File ID No. 18-0494

Department: 922/Community Schools and Student Services

Vendor Name: Kinderdance East Bay

Contract Term: Start Date: 09/01/2017 End Date: 05/31/2018

Annual Cost: \$0

Approved by: Andrea Bustamante

Is Vendor a local Oakland business? Yes  No

**Why was this Vendor selected?**

School-site selected partner for In-Kind agreement.

**Summarize the services this Vendor will be providing.**

We teach developmental dance, movement and fitness classes to children.

Was this contract competitively bid? Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

No cost to OUSD for services.

2) Please check the competitive bid exception relied upon:

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

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

**I. Parties**

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between Oakland Unified School District ("OUSD") and Kinderdance East Bay [CONTRACTOR—name of your organization].

WHEREAS, the CONTRACTOR's services or program described in this MOU will be provided at no cost to OUSD, the students, or the parents; and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said program(s) selected in Section II of the MOU.

**II. Program Name(s)**

Unless otherwise agreed to in writing by the parties, the Program(s) governed by this MOU are the following:

- Kindermotion classes
- Kinderdance classes
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**III. CONTRACTOR Responsibilities/Scope of Services**

- A. Provide a description of the services that your program(s) will be providing to OUSD. Please be specific by answering all of the following questions.
  - 1. A brief description of the type of services your program(s) generally provides.

K. East Bay teaches developmental movement enrichment programs. Specifically Kindermotion educates through games, music and exercise. Children increase strength, flexibility, coordination, balance, overall knowledge, while increasing their problem-solving ability, creative thinking, and self-esteem

*(See separate document)*

2. The relevant experience of the CONTRACTOR personnel that will be providing the services:

All Kinderdance East Bay instructors are certified to teach Kinderdance International Curriculum for all

Kinderdance classes. All of our instructors are TB tested and fingerprinted with the DCJ, and many carry

ECE credits. Our teachers have backgrounds in dance, fitness, education and working with children

Perhaps most importantly, our instructors are passionate, engaging and caring

(see separate document)

3. Please check all of the expectations or goals below that are in agreement with your program's services.

- Ensure a high quality instructional core
- Develop student's social health/skills
- Develop student's emotional health
- Develop student's physical health
- Develop student's cognitive and academic skills
- Create equitable opportunities for learning
- Ensure, maintain, or support high quality and effective instruction
- Prepare students for success in college and careers
- Help ensure, create, and/or sustain safe, healthy and supportive schools
- Create accountability for quality
- Help create full service community schools in OUSD
- Increase, raise graduation rates
- Other: \_\_\_\_\_

B. Ensure that all CONTRACTOR personnel, including subcontractors, will comply with any policy and systems in place at OUSD and School(s). This includes, but is not limited to the following:

1. **Drug and Smoke Free**—No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs at these School(s).

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

In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any CONTRACTOR related person, employee, representative or agent from any OUSD school; site; and/or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

**E. Insurance**

1. **General Liability:** ***EITHER*** (a) CONTRACTOR maintains general liability insurance that names OUSD as an additional insured, for operations, students, volunteers, and personnel at location where CONTRACTOR provides programs/services with at least \$1 Million in coverage, and furnish certificate of said insurance to OUSD ***OR*** (b) CONTRACTOR is not required to maintain general liability insurance under this agreement if the Risk Management Officer signs a waiver of insurance. Please see **Section IV** for the relevant documentation that is required.
2. **Workers' Compensation:** If CONTRACTOR employs any person to perform work in connection with this MOU, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and federal laws, when applicable. The CONTRACTORS' Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Please see **Section IV** for the relevant documentation that is required.

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- F. Communication**—Communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the CONTRACTOR'S services are aligned with the School(s) and OUSD's mission and objectives and are adequately meeting student's needs. At the request of School(s) or OUSD staff, provide reasonable data and information to students participating in the CONTRACTOR's program.

- G. **Confidentiality**—CONTRACTOR shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of OUSD. CONTRACTOR will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so long as there is no information from which the identity of any student in the CONTRACTOR's program as a participant could be made.
- H. **Register With/Update Community Partner Platform**—Contractor shall register in OUSD's Community Partner Platform database and perform annual updates *by August 31 of each year*, to maintain full and complete up-to-date information.

#### IV. Required Documents

CONTRACTOR CANNOT commence the services agreed to in this MOU until it has submitted the following documents:

##### A. TB and Fingerprinting Clearance:

###### Contractor (Individual):

- Submit clearance letter from authorized agency verifying individual has been Fingerprinted/Criminal Background Checked for this current fiscal year. Additionally, please provide documentation from health care provider showing negative TB status of individual within the last four years.

###### Contractor (Agency):

- Attach clearance letter from Agency/Community-Based Organization/Non-Profit Organization on agency letterhead verifying all personnel, including subcontractors, have been Fingerprinted/Criminal Background Checked and have TB clearance for this current fiscal year and signed by authorized personnel.

##### B. Insurance:

###### Contractor (Individual/Agency):

- Please attach documentation of either proof of insurance, or a waiver signed by the Risk Management Officer. The additional insured address must read: Oakland Unified School District, Attention: Risk Management, 1000 Broadway Suite 440, Oakland, CA 94607. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.



**V. Responsibilities of Oakland Unified School District**

- A. **Space**—Provide a suitable classroom or space at the participating School(s), to be agreed upon by School(s) and the CONTRACTOR.
- B. **Janitorial Service**—Provide necessary services to maintain this space, including janitorial services, maintenance, utilities, and technology support.
- C. **Data**—Ensure that CONTRACTOR has reasonable access to student assessment and evaluation data necessary to inform instruction and periodically review student progress and to provide the study.
  - 1. For the purpose of cohort determination, for instructional purposes, or for academic research purposes, at the sole discretion of OUSD, provide CONTRACTOR access to student assessment data for all students at School(s) including, but not limited to, state test scores and site-based assessments. Students identified may be protected by the use of ID numbers.
  - 2. Provide CONTRACTOR with any other student information reasonably necessary to provide its services consistent with the CONTRACTOR's program and to evaluate the impact of its program on students at School(s).

(X)  
MARTIN YOUNG  
PARTNERSHIPS  
SEE ENCLOSED  
AUTHORIZATION  
x MLY

**VI. Duration**

This MOU is for the 09/01/2017 -- 05/31/18 period.  
[Insert mm/dd/year] [Insert mm/dd/year]

**VII. Termination**

Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This agreement may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

**VIII. Defense/Indemnity/Hold Harmless**

Each party to this MOU agrees to defend, indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.

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

By: [Signature] Dated: 12/11/17 (MM/DD/YYYY)  
MARTIN C. YOUNG, PARTNERSHIPS (Print Name & Title)  
COMMUNITY SCHOOLS (Sponsoring OUSD Department)

By: [Signature] Dated: 07/12/2017 (MM/DD/YYYY)  
Kira Lancaster, Owner/ Instructor (Print Name & Title)  
Kinderdance East Bay (CONTRACTOR—Org. Name)

Approved as to form and procedure

By: [Signature] Dated: 3-22-18 (MM/DD/YYYY)  
Attorney, Office of the General Counsel  
Oakland Unified School District

[Signature] 4/12/18  
President, Board of Education

[Signature] 4/12/18  
Secretary, Board of Education



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/12/2017

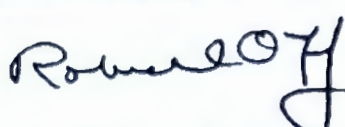
<b>PRODUCER</b> Maguire Insurance Agency, Inc. 27101 Puerta Real Suite 200 Mission Viejo, CA 92691- 877.438.7459	<b>THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>INSURED</b> Kira Suzanne Dahlgren Lancaster DBA: Kinderdance East Bay 4200 Park Blvd Oakland, CA 94602-1312	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Philadelphia Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:

## COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PHPK1070041-003	09/11/2016	09/11/2017	EACH OCCURENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$2,500 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURENCE AGGREGATE
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
		OTHER				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 It is understood and agreed that the following entity is added as an additional insured but only with respect(s) to the operations of the named insured except that liability resulting from the additional insured's sole negligence.

<b>CERTIFICATE HOLDER</b> Oakland Unified School District 1000 Broadway Ste 440, Attention: Risk Management Oakland, CA 94607-	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---	---

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**POLICY CHANGE DOCUMENT**

**POLICY NO:**  
PHPK1070041-003

**CHANGE # 2**

**CHANGE EFFECTIVE: 07/12/2017**

---

Philadelphia Indemnity Insurance Company

PRODUCER: Maguire Insurance Agency, Inc.

---

**NAMED INSURED:** Kira Suzanne Dahlgren Lancaste

**MAILING ADDRESS** 4200 Park Blvd  
Oakland, CA 94602-1312

**POLICY PERIOD:** FROM 09/11/2016 TO 09/11/2017 at  
12:01 A.M. Standard Time at your mailing address shown above.

---

**DESCRIPTION:**

In consideration of the premium reflected, the policy is amended as indicated below:  
Added 1 Additional Insured.

---

Total Annual  
Additional/Return Premium

\$0.00

Total Prorate  
Additional/Return Premium

\$0.00

Total Annual  
Additional/Return  
Tax/Surcharge/Fee

\$0.00

Total Prorate  
Additional/Return  
Tax/Surcharge/Fee

\$0.00

## Program Information

---

Program Name	Kindermotion
Community School Element	Health & Wellness
Service Types	Health education and enrichment, Nutrition educa
Program Description	Kindermotion is a planned, developmental mover
Last verified	08/04/2017 at 12:39 PM by Kira Lancaster

## Program Details

---

Student Population	All Students
Target Ethnicity/Culture Groups	All Students
Target Demographic Groups	All Students
Target Grade Levels	Kindergarten, 1st Grade, 2nd Grade
Service Times	After school
Service Days	Wednesday

## Schools

---

[Crocker Highlands Elementary](#)

---



**Kinderdance East Bay:**

**Clearance Letter: OUSD 2017-18**

Dear Martin Young and OUSD,

As Owner and Head Instructor of Kinderdance East Bay, I verify that all of our instructors, including myself, are TB tested with negative results and have been fingerprinted, registered and cleared through DOJ/ FBI.

I will be the instructor for Kindermotion classes at Crocker Highlands Elementary School. Please see my negative TB test results from my health provider in separate attachment.

Best,

Kira Lancaster  
Owner/ Instructor  
Kinderdance East Bay



### Kinderdance East Bay:

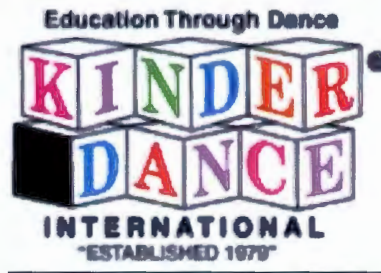
#### Scope of Work for Crocker Highlands Elementary 2017-18

Kinderdance East Bay will teach Kindermotion, as an After-school Enrichment Program at Crocker Highlands Elementary for the 2017- 18 school year. It will be open to all kindergarten through second-graders but will be limited to the first 15 students, who register. Kinderdance East Bay will make scholarship spots available in class to children at the discretion of Crocker's Principal.

Kinderdance East Bay will have one certified teacher for the class, along with 2-3 junior assistants.

**Kindermotion®** (ages 4-8, divided) is a planned, developmental movement and fitness program where children learn AND have fun! Kindermotion educates through games, music, and exercise. Children increase strength, flexibility, coordination, balance, overall fitness and nutritional knowledge, while increasing their problem-solving ability, creative thinking and self-esteem. Kindermotion prepares students' minds and bodies for future athletic and academic pursuits.





## **Kinderdance East Bay:**

### **Statement of Qualifications**

Kinderdance East Bay has been teaching developmental movement & dance enrichment programs throughout the east bay to children ages 2-8 years-old for over 15 years. Our classes are taught in the children's familiar environment, including their preschool, elementary school, recreation center, YMCA, and pool & tennis club.

While teaching to all of the senses, Kinderdance® programs are unique because they encourage children to have fun and gain a love of learning by associating it with what comes naturally- music, movement, dance, acrobatics and fitness. Age-appropriate preschool or elementary educational concepts serve as the backdrop and as the props in our classes, while children develop their gross motor skills, movement creativity, flexibility, strength, balance, coordination, tumbling, body awareness, communication skills, and self-esteem. Children can't help but learn our catchy, original tunes AND have fun!

All Kinderdance East Bay instructors are certified to teach Kinderdance® International Curriculum for all Kinderdance® programs. Kinderdance® teachers believe that every child is unique and therefore focus on meeting the needs of each child as an individual. Our teachers are passionate, engaging and caring. All of our teachers are TB tested and fingerprinted with the DOJ, and many of our teachers have ECE credits. Our teachers boast impressive experience with children, dance, fitness and education.

Dec 5 (6 days ago)

**Kira Lancaster**

to me

Hi Martin,

Happy Holidays! Yes, you have my permission to strike that section (or that part of it).

Thanks,  
Kira

**Kira Lancaster**

Owner/ Instructor

Kinderdance East Bay

415-385-6501

[KinderdanceEastBay@yahoo.com](mailto:KinderdanceEastBay@yahoo.com)

<http://www.kinderdanceeastbay.com/>



Kinderdance East Bay

[4200 Park Blvd., #292](#)

[Oakland, CA 94602](#)

On Tuesday, December 5, 2017, 3:46:46 PM PST, Martin Young <[martin.young@ousd.org](mailto:martin.young@ousd.org)> wrote:

Hello Kira-

I hope this note finds you well. As I'm preparing to process your MOU, I have one more question.

Regarding the MOU, since we have posted a revised version, can you give your permission for us to strike Section V, C. Data because that language has been removed due to privacy laws? We will include your email permission with the package that is submitted to the board. This pivot does not change the way we handle data. We offer public data at [ousddata.org](http://ousddata.org) and we have always required a separate data sharing agreement for nonpublic data.

Many thanks,  
Martin

**Martin C. Young**

Partnerships Manager

Community Schools & Student Services

Oakland Unified School District

*Community Schools, Thriving Students*

[www.ousd.org/partnerships](http://www.ousd.org/partnerships)

[martin.young@ousd.org](mailto:martin.young@ousd.org)

(510) 879-2928 office

(510) 414-9305 mobile