

Board Office Use: Legislative File Info.	
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Introduction Date	8/8/18
Enactment Number	18-1361
Enactment Date	8/8/18 If



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Board Meeting Date August 8, 2018
(To be completed by Procurement)

Subject Memorandum of Understanding - Prescott Circus Theatre (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 Prescott Circus Theatre. Services to be primarily provided to the Community Schools and Student Services Department for the period of June 1, 2018 through June 7, 2021.

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

Circus arts learning teaches teamwork, builds self confidence, and demonstrates the rewards of perseverance to overcome challenges. PCT students consistently report feeling less shy, more confident, and better able to work with peers and adults after participating in the circus program.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding between the District and Prescott Circus Theatre, Oakland, CA, for the latter to teach physical circus and theater skills, cross cultural understanding of these traditions, and provide the hands on experience of creating and performing an original production for Lafayette, Laurel, Martin Luther King Jr., Manzanita SEED, Manzanita Community School, Parker, Piedmont Avenue, PLACE @ Prescott, and Sankofa Academy Elementary Schools, for the period of June 1, 2018 through June 7, 2021, at no cost to the District.

Recommendation Approval by the Board of Education of a Memorandum of Understanding between the District and Prescott Circus Theatre. Services to be primarily provided to the Community Schools and Student Services Department for the period of June 1, 2018 through June 7, 2021.

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. 18-1636

Department: 922/Community Schools and Student Services

Vendor Name: Prescott Circus Theatre

Contract Term: Start Date: 06/01/2018 End Date: 06/07/2021

Annual Cost: \$ 0

Approved by: Andrea Bustamante

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

School-sites selected partner for In-Kind agreement.

Summarize the services this Vendor will be providing.

Program teaches physical circus and theater skills, cross cultural understanding of these traditions, and provides the hands on experience of creating and performing an original production.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

No cost to OUSD for services.

2) Please check the competitive bid exception relied upon:

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

MEMORANDUM OF UNDERSTANDING, NO COST TO OAKLAND UNIFIED SCHOOL DISTRICT

I. Parties

The purpose of this Memorandum of Understanding (“MOU”) is to establish a relationship between Oakland Unified School District (“OUSD”) and PRESCOTT CIRCUS THEATRE
[CONTRACTOR—name of your organization].

WHEREAS, the CONTRACTOR’s services or program described in this MOU will be provided at no cost to OUSD (or students or parents unless otherwise agreed upon by both parties); and

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

II. Site Name(s)

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

SEE ATTACHED "SITE LIST"

III. CONTRACTOR Responsibilities/Scope of Services

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

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

1. reference Exhibit A Attached

. 2. Reference Exhibit B Attached

3. N/A.

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

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

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

1. **Drug and Smoke Free**—No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs at these School(s).
2. **Anti-Discrimination**—It is the policy of OUSD that in connection with CONTRACTOR’s services under this MOU there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, age, or other legally protected class. Therefore, the CONTRACTOR agrees to comply with all applicable Federal and California laws.
3. **Conflict of Interest**—CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alert OUSD in writing if and when a potential conflict arises.
4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe all District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records. A separate Data Sharing Agreement is required if CONTRACTOR seeks identifiable student information.

C. **Tuberculosis Screening:** CONTRACTOR is required to screen employees and agents who will be present at OUSD sites during the current school year. CONTRACTOR affirms that each person has current proof of negative TB testing on file and TB results are monitored. Please see **Section IV** for the relevant documentation that is required.

D. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR’s services under this MOU. CONTRACTOR certifies its compliance with these provisions as follows:

CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with

OUSD pupils in the course of providing services pursuant to the MOU, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1.

CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this MOU. [Please see **Section IV** for the relevant documentation that is required.]

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

E. Insurance

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

Check one of the boxes below:

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

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

G. Confidentiality—CONTRACTOR shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of OUSD. CONTRACTOR will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so

long as there is no information from which the identity of any student in the CONTRACTOR's program as a participant could be made.

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

IV. Required Documents

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

A. **TB and Fingerprinting Clearance**

Contractor (Individual):

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

Contractor (Agency):

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

B. **Insurance**

Contractor (Individual/Agency):

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

V. Responsibilities of Oakland Unified School District

- A. **Space**—Provide a suitable classroom or space at the participating School(s), to be agreed upon by School(s) and the CONTRACTOR.
- B. **Janitorial Service**—Provide necessary services to maintain this space, which may include janitorial services, maintenance, utilities, and technology support.

VI. Duration

This MOU is for the 6/1/2018 -- 6/7/2021 period.
[Insert mm/dd/year] [Insert mm/dd/year]

VII. Termination

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

VIII. Defense/Indemnity/Hold Harmless

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

IX. Jurisdiction

This MOU shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court or the United States District Court for the Northern District of California shall have jurisdiction over any civil action arising out of or relating to this MOU.

X. Notices

Any notice provided for in this MOU shall be in writing and effective upon receipt at the address set forth below in this section, delivered by any of the following means: personal delivery; certified U.S. mail, return receipt requested; or electronic mail. Either party may change the addresses below by giving notice of such change pursuant to this section.

DISTRICT

Contact: Marion McWilliams
Title: General Counsel
Address: Office of the General Counsel
1000 Broadway, Suite 680
Oakland, CA 94607
Phone: 510-879-8535
Fax: 510-879-4046
Email: marion.mcwilliams@ousd.org

CONTRACTOR

Contact: David Hunt
Title: Executive Director
Address: 800 Pine Street, #10
Oakland CA 94607
Phone: 510-967-0355
E-mail: info@prescottcircus.org

OUSD Sponsoring School/Department: PLACE@Prescott

XI. Liability

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

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

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

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

XIII. Integration and Modification

This MOU constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This MOU may be amended or modified only in writing, signed by both Parties.

XIV. Assignment

The rights and obligations of the each Party under this MOU shall not be assigned without the express prior written consent of the other Party.

XV. Waiver

No delay or omission by either Party in exercising any right under this MOU shall operate as a waiver of that or any other right provided for in this MOU.

XVI. No Rights in Third Parties

This MOU does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

XVII. Counterparts

This MOU and all amendments and modifications to it may be executed in counterparts, and all counterparts together shall be construed as one document.

XVIII. Intellectual Property

During the term of this MOU, any works created by or inventions of Contractor, his agents or employees, within the scope of the work contracted herein shall belong to the District together with all associated copy rights and patents. Contractor shall not publish any aspect of the work performed hereunder without prior written consent of the District.

XIX. Relationship of Parties

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

XX. Signature Authority

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

XXI. Incorporation of Recitals and Exhibits

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

XXII. Public Document

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng

8/9/18

President, Board of Education Date (mm/dd/year)

Superintendent

Chief or Deputy Chief

J. H. [Signature]

8/9/18

Secretary, Board of Education Date (mm/dd/year)

CONTRACTOR

David Hunt

5/21/2018

Contractor Signature Date (mm/dd/year)

David Hunt, Executive Director
Print Name, Title

Form approved by OUSD General Counsel for 2017-18
FY

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

By: *[Signature]*
Michael L. Smith, Attorney at Law

9/12/18
(acc'd 9/12/18)

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



Prescott Circus Theatre
800 Pine St.
510-967-0355
www.prescottcircus.org

City of Oakland Cultural Funding AiS
School List
2018-2019 After school Program sites

Lafayette Elementary School , *Shared program / shared campus with Martin Luther King Jr. Elem.*
1700 Market Street, Oakland, CA 94607
510-874-7774
Principal, Roma Groves

Laurel Elementary School
3750 Brown Avenue, Oakland, CA 94619
510-531-6868
Principal, John Stangl

Martin Luther King Jr. Elementary School *shared program / shared campus with Lafayette Elem.*
960 10th St, Oakland, CA 94607
510- 874-3381
Principal, Roma Groves

Manzanita SEED Elementary School, *shared program / shared campus with M. Community*
2409 E. 27th St., Oakland, CA 94601
510-535-2832
Principal, Diane Lang

Manzanita Community Elementary School, *shared program / shared campus with M. SEED*
2409 E. 27th St., Oakland, CA 94601
510-535-2822
Principal, Eyana Spencer

Parker Elementary School
7929 Ney Avenue, Oakland, CA 94605
510-879-1440
Principal, Koy Hill

Piedmont Avenue Elementary School
4314 Piedmont Avenue, Oakland, CA 94611
510-654-7377
Principal, Zarina Ahmad

Prescott Elementary School / PLACE at Prescott
920 Campbell St., Oakland, CA 94607
510-874-3333
Principal, Enomwoyi Booker

Sankofa Academy
581 61st Street, Oakland CA 94609
510-654-7787
Principal, Renne Bullie

Prescott Circus Theatre

Scope of Work

I. ORGANIZATION INFORMATION

Name: Prescott Circus Theatre

Year Founded: 1984

Type of Organization: 501(c)3

EIN#: 26-4125728

II. CONTACT INFORMATION

Contact: David Hunt, Executive/Artistic Director

Mailing Address: 800 Pine St. #10, Oakland, CA 94607

Phone: 510-967-0355

Email: dhunt@prescottcircus.org

Website: www.prescottcircus.org

III. MISSION STATEMENT

Through circus and theatre arts education, the Prescott Circus Theatre's mission is to empower and engage youth as they develop confidence, teamwork, perseverance, artistic talent, and a dedication to working for success. By providing professional training, unique curriculum, and a safe environment for under-served youth, our Oakland-based non-profit youth development organization promotes skill mastery, physical activity, positive relationships with peers and adults, and opportunities to shine for the community.

IV. PRESCOTT CIRCUS SCOPE OF WORK WITHIN OAKLAND SCHOOLS

Prescott Circus Theatre provides after school and summer youth development and performing arts education instruction in partnership with select Oakland public schools and their respective partnering after school lead agencies.

After School and Summer Program Activities

- Instruction in circus and theatre arts (e.g., juggling, clowning / improvisation, acting, body percussion, acrobatics, stilt walking, and dance), team building, and leadership activities
- Academically supporting activities in after school and summer programs that include homework work sessions, project based learning to support literacy, writing, and math skills.
- School based performances that include assemblies, after school showcases, as part of, school-wide events such as family reading and science nights
- Community service and community engagement opportunities for participants to perform, teach, and attend workshops in the community
- Activities are grounded in evidence based youth development best practices in social emotional learning and creative youth development

Reach and Demographics

Prescott Circus conducts programs exclusively in schools where a minimum of 60% of students qualify for free or reduced lunch.

- 150-220 students engaged annually
- Ages 7 – 17, average age is 10 years old
- 59% Female, 41% Male
- 61% African American, 14% Latino, 13% Asian/Pacific Islander, 1% Caucasian, 11% Multiethnic
- 96% Qualify for free/reduced Lunch
- 18% English language learners

V. PARTNERS

As part of the comprehensive after school providers' network in Oakland, we have a continuing collaboration with Bay Area Community Resources (BACR), Higher Ground, at Parker, East Bay Asian Youth Center, and YMCA of the East Bay. We work closely with our school partners to learn about individual school site plans and strive to find ways to use the partnership to enforce, support, and enhance students' experience, growth, and learning.

We collaborate with many community organizations in arranging for community appearances. We also work closely with various circus community organizations to recruit teaching artists and volunteers, obtain complementary performance tickets, and seek cash support. These include: the City of Oakland Parks and Recreation, Circus Bella, The American Youth Circus Organization, Camp Winnarainbow, the San Francisco Circus Center, the Clown Conservatory, Buddy Club, and Cal Performances. Event producers provide tremendous in-kind support in association with our students' hired performances. This support includes media marketing as well as food for our performers at various events.

Prescott Circus Theatre

Exhibit B, Statement of Qualifications

I. ORGANIZATION INFORMATION

Name: Prescott Circus Theatre
Year Founded: 1984
Type of Organization: 501(c)3
EIN#: 26-4125728

II. CONTACT INFORMATION

Contact: David Hunt, Executive/Artistic Director
Mailing Address: 800 Pine St. #10, Oakland, CA 94607
Phone: 510-967-0355
Email: dhunt@prescottcircus.org
Website: www.prescottcircus.org

III. MISSION STATEMENT

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IV. ORGANIZATION HISTORY & OVERVIEW

The Prescott Circus Theatre (PCT) is a nationally recognized after-school performing arts education program for Oakland youth, now in our 34th year! The program was founded in 1984 by classroom teacher Aileen Moffitt at Prescott Elementary in West Oakland to provide circus arts enrichment and educational opportunities for children of color in a safe, supportive after school setting. Each year, over 25 3rd-5th grade students from Prescott Elementary School in West Oakland receive intensive after-school training three times a week with professional artists to become a performance troupe. The students go on to gain performing experience at over 50 community events annually. Through hands-on experience, students learn circus and theater skills and techniques, develop their own performance pieces, learn the historical and cultural context of their work, and learn to critique their own performances as well as others'. Our youth perform juggling, acrobatics, unicycling, stilting, Hambone body percussion, hip hop dance, balancing, and clown acts throughout the Bay Area.

In 2002, PCT expanded its programming to include several Oakland public schools including Manzanita SEED/Community, Piedmont Avenue, Lafayette, Parker, and Laurel Elementary Schools. These "satellite" site programs are modeled after the successful program at Prescott Elementary, utilizing professional artists to provide a culturally conscious, circus and performing arts curriculum for 25 – 30 students at each site. Each site's circus program creates an original

production that is performed for their respective school community, families, and friends. Along the way, students who have acquired significant skills are invited to perform at special events in the community. Each year, our students' performances reach well over 25,000 fans and are well known for representing their community in a proud and positive manner. In addition to developing the creative life of our students, our programs impart life-long skills including teamwork, perseverance, pushing boundaries and welcoming challenges.

V. STAFF QUALIFICATIONS – update 4/2

PCT staff and teaching artist consultants are selected based on personal knowledge and/or recommendations through the local circus and arts community. They demonstrate outstanding artistic talent and exemplify the caring and commitment to teaching that our program demands. Team members include adults who grew up in the program who help preserve the integrity and traditions of our 30 years of work with Oakland youth. We also enlist current and retired OUSD teachers to serve as site staff, to develop and deliver academic curriculum in our summer program, and to liaison with school administration.

When considering new artists for our programs, we assess technical and teaching skills, and, if appropriate, the candidate's experience working outside their own culture based on resume and personal interview. We follow all due diligence requirements that all staff undergo background checks, TB screening, and have the proper educational credentials as required by Oakland Unified School District and our partnering after school lead agencies.

VI. LEAD STAFF AND CONSULTANTS

David Hunt, Executive / Artistic Director. Co-founder and director of the New Orleans School of Circus Arts (NOSCA). Board of Directors, American Youth Circus Organization Board Member and Event Coordinator (2005-2010). Accomplished juggler and slack wire performer.

Ceara Walton, Prescott Performing Company program lead, Summer Program Co-Director. Prescott Circus alumni; Teaching artist and site coordinator for PCT programs 2005-2016. Specializes in hip-hop dance and hambone body percussion.

Oriana Doria Quesada, Performing Company Resident Artist. Summer Program Co-Director. Professional acrobat and coach, SF Circus Center, Cirque LA, Circus Smirkus.

Derique McGee, Program wide Resident Artist, Wellness Coordinator. Resident artist with Prescott Circus Theatre since 1997. Internationally recognized performer in hambone body percussion and circus/variety arts. Former artist with Pickle Family Circus. Mindfulness trainer. CIIS graduate with MA in Counseling Psychology.

Additional consultants include Kelly Holly, clown and actress, serves as SF Circus Center summer program director; Joshua Matthews, clown and actor who has directed programs for Cirque du Monde (Cirque du Soleil) and the Victory Theatre (NYC); Tristan Cunningham (CalShakes), Carla Service (Dance-A-Vision), and Judy Finelli (Pickle Circus, Notoriety Variety).

VII. PROGRAM OUTCOMES

Prescott Circus Theatre programs increase opportunities for Oakland youth to participate in the arts and build on 21st Century learning skills that support school and life success. Participants gain working knowledge about the process of creating and performing original theater pieces. Through this process they experience gains in areas of confidence, collaboration, and communication skills.

In 2016-2017, 83% of PCT youth reported they are more of a leader after participation, 80% have a better ability to learn new things, 71% reported that they learned how to set goals and meet them, 79% reported they learned how to stand up for themselves; and 97% reported they ultimately benefited from participation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/8/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Cook, Disharoon & Greathouse, Inc. 1942 Embarcadero Oakland CA 94606	CONTACT NAME: Noah Whitfield PHONE (A/C, No, Ext): (510) 437-1900 FAX (A/C, No): (510) 437-1979 E-MAIL ADDRESS: nwhitfield@cdginsurance.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Prescott Circus Theatre 800 Pine Street, Unit 10 Oakland CA 94607	INSURER A: Nonprofits Insurance Alliance	
	INSURER B: Markel Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1762606287 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL (NSD)	SUBR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			201725864NPO	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Improper Sexual Conduct each \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" 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			201725864NPO	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$			201725864UMBPO	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC000534407	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	IMPROPER SEXUAL CONDUCT			201725864NPO	7/1/2017	7/1/2018	\$1,000,000 Each Claim & Aggregate
A	LIQUOR LIABILITY			201725864NPO	7/1/2017	7/1/2018	\$1,000,000 Each Claim & Aggregate

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

RE: Summer Program - 1000 Broadway Suite 440 Oakland, CA 94607

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District
Attn: Risk Management
1000 Broadway Suite 440
Oakland, CA 94607

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Noah Whitfield/NW

COMMENTS/REMARKS

Oakland Unified School District, its directors, officers, employees, agents and representatives are Additional Insured under General Liability per attached endorsement #CG2026 0413, when Required in a written contract between the Named Insured and Additional Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

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



Prescott Circus Theatre
800 Pine St. #10
Oakland, CA 94607
510-967-0355 www.prescottcircus.org

May 29, 2018

Oakland Unified School District
1025 Second Ave.
Oakland, CA 94607

To whom it may concern:

All Prescott Circus staff members have been fingerprinted and cleared by the Department of Justice prior to working with the organization. All staff have been tested for TB and maintain a negative test result within the past four years.

Prescott Circus Theatre maintains its on ORI number with the Department of Justice and FBI and is set up to receive arrest notifications regarding registered employees and consultants

Sincerely,

David Hunt, Executive Director
Prescott Circus Theatre
dhunt@prescottcircus.org
510-967-0355

SAM Search Results
List of records matching your search for :

Search Term : prescott* circus* theatre*
Record Status: Active

No Search Results