

Board Office Use: Legislative File Info.	
File ID Number	18-1642
Introduction Date	8/22/18
Enactment Number	18-1414
Enactment Date	8/22/18 os



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent

**Board Meeting Date** August 22, 2018  
*(To be completed by Procurement)*

**Subject** Memorandum of Understanding - Dana Zed Ceramics (Individual) - 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 Dana Zed Ceramics. Services to be primarily provided to Community Schools and Student Services Department for the period of September 5, 2017 through June 10, 2020.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.* Dana Zed Ceramics offers an afterschool program for students to make art with clay; helping students develop strong social confidence and stronger connections to their creative inner voice.

**Discussion**  
*One paragraph summary of the scope of work.* Approval by the Board of Education of a Memorandum of Understanding between District and Dana Zed Ceramics, Oakland, CA, for the latter to teach students how to make objects out of clay, glaze and paint them for Chabot Elementary School, Kaiser Elementary School, Montclair Elementary School, and Hillcrest Elementary School, for the period of September 5, 2017 through June 10, 2020, at no cost to the District.

**Recommendation** Approval by the Board of Education of a Memorandum of Understanding between the District and Dana Zed Ceramics. Services to be primarily provided to the Community Schools and Student Services Department for the period of September 5, 2017 through June 10, 2020.

**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.** 18-1642

**Department:** 922/Community Schools and Student Services Department

**Vendor Name:** Dana Zed Ceramics

**Contract Term:** Start Date: 09/05/17 End Date: 06/10/20

**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.**

Teaching students how to make art with clay.

**Was this contract competitively bid?** Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

No fee for services; In-Kind partnership.

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 **DANA ZED CERAMICS** [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:

**Dana Zed Ceramics**

**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.

A brief description of the type of services your program(s) generally provides.

**I teach the children how to make art with clay.**

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

**I have been teaching art to children for over ten years. I teach to adults as well and have done so in prestigious places like PIXAR in Emeryville and The de Young Museum in SF.**

**Additionally I have been an exhibiting and publishing artist in the SF Bay Area since 1982**

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 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: in my class children also learn to listen to their own inner voice and make their own decisions.

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**

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.

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).

**VI. Duration**

This MOU is for the 09 - 05 - 17 ~ 06-10-20 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:  Dated: 08/10/2017 (MM/DD/YYYY)

MARTIN YOUNG, PARTNERSHIPS (Print Name & Title)

C.S.S.S. UNIT (Sponsoring OUSD Department)


By: 

Dated: 08-03-2017

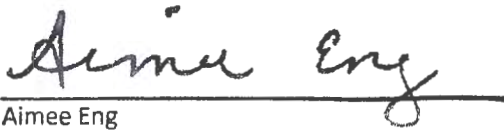
Dana Zed \_\_\_ Artist & Educator

Dana Zed Ceramics Org. Name

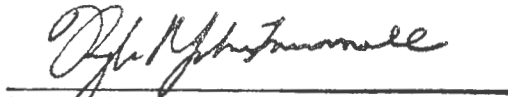
Approved as to form and procedure

By:  Dated: 7/25/18 (MM/DD/YYYY)  
(rec'd 7/12/18)

Attorney, Office of the General Counsel  
Oakland Unified School District



Aimee Eng  
President, Board of Education



Kyla B. Johnson-Trammell  
Secretary, Board of Education

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

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# D A N A Z E D

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## Dana Zed Ceramics

5551 Masonic Ave. Oakland, CA 94618 [danazed@me.com](mailto:danazed@me.com) 510-759-6183

### Scoped work:

The services I provide are teaching ceramics to elementary school children. Ceramics is a form of art made from clay, such as pottery. Although we do make some dinnerware, most of my focus is for the children to get in touch with their own voice and creativity. Therefore they end up making all kinds of things like miniature houses, imaginary landscapes, animals and such.

The children learn to make their own decisions and follow through with these decisions. There is also considerable social development that kids get from being in my class. The class is a mix of all lower school grades so children become adept interacting with others. They become more trusting of themselves and also have more confidence in who they are as individuals with an individual voice that is appreciated and respected.

### Qualifications:

I have been a practicing and exhibiting artist in the SF Bay Area for over 3 decades. From my resume on [www.danazed.com](http://www.danazed.com) you can see that I have done everything to decorating Sting's dressing room to showing at Museums (The Oakland Museum and the de Young Museum are two). I started teaching children art in 2007 when my own children were in an Oakland public school that was having trouble getting an art teacher to stay. I was the PTA board member for years trying unsuccessfully to get more focus and money for art. Finally some parents asked me to teach art after school.

Now, I have completed 10 years of teaching after school classes. Most of my students repeat my class several times. Many students take my class session after session for years. Some kids start my class in first grade and continue every single session until the end of 5th grade when they graduate and leave the school.

Because of the success of these classes, I have also been asked to teach at Pixar and Bishop O'Dowd



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/18/2017

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).

<b>PRODUCER</b> <b>MOC Insurance Services</b> License No. 0589960 44 Montgomery St., 17th Fl. San Francisco CA 94104	<b>CONTACT NAME:</b> Trista Cassels <b>PHONE (A/C No. Ext):</b> (415) 957-0600 <b>E-MAIL ADDRESS:</b> tcassels@mocins.com		<b>FAX (A/C No.):</b> (415) 957-0577
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Dana Zed 5551 Masonic Ave. Oakland CA 94618	<b>INSURER A:</b> Sentinel Insurance Company, LTD		11000
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER: 2016-17</b>	<b>REVISION NUMBER:</b>
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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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		57SBMAZ9338	12/4/2016	12/4/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<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) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Oakland Unified School District is included as additional insured Per form to follow.**

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District Attn: Risk Management 1000 Broadway Suite 440 Oakland, CA 94607	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> Trista Cassels/TCA
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**Additional Interest Schedule** Prepared on: 09/08/2017 Page 3 of 5

agency: MOC Insurance Services  
 License No. 0589960, 44 Montgomery St., 17th Fl.  
 San Francisco, CA 94104  
 (415)957-0600  
 mocinfo@maroevich.com

For: Dana Zed  
 Dana Zed  
 5551 Masonic Avenue  
 Oakland, CA 94618  
 Bus: (510)655-0289  
 danazed@me.com

Name and Address	Description of Risk	Interest Type
1 Additional Interest # CALIFORNIA PTA AT CHABOT SCHOOL OAKLAND, CA 94618	Line of Business BOP Liability	Additional insured
2 Additional Interest # CALIFORNIA PTA AT HENRY J KAISER JR. ELEME 25 S HILL CT OAKLAND, CA 94618	Line of Business BOP Liability	Additional insured
3 Additional Interest # CALIFORNIA PTA AT HILLCREST SCHOOL 35 MARGUERITE DRIVE OAKLAND, CA 94618	Line of Business BOP Liability	Additional insured
4 Additional Interest # CALIFORNIA PTA AT MONTCLAIR ELEMENTARY 1757 MOUNTAIN BLVD OAKLAND, CA 94611	Line of Business BOP Liability	Additional insured
5 Additional Interest # ENDRES WARE 2607 SEVENTH STREET, SUITE B BERKELEY, CA 94710-2571	Line of Business BOP Liability	Additional insured
6 Additional Interest # OAKLAND UNIFIED SCHOOL DISTRICT ATTENTION: RISK MANAGEMENT 1000 BROADWAY SUITE 440 OAKLAND, CA 94607	Line of Business BOP Liability	Additional insured

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : dana\* zed\* ceramics\***  
**Record Status: Active**

**No Search Results**