

Board Office Use / Legislative File Info.	
File ID Number	19-1165
Introduction Date	6/12/2019
Enactment Number	19-0949
Enactment Date	6/12/10 lf



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools. Strong Students.

# Memo

**To** Board of Education  
**From** Kyla Johnson-Trammell, Superintendent  
 Andrea Bustamante, Executive Director, Community Schools and Student Services  
 Julie McCalmont, Coordinator, Community Schools and Student Services

**Board Meeting Date** June 12, 2019

**Subject** Professional Services Contract - Myrtha Muse  
 - 922/Community Schools and Student Services

**Action Requested and Recommendation** Ratification by the Board of Education of Professional Services Contract between the District and Myrtha Muse  
Oakland, CA, for the latter to provide teaching varied styles of dance techniques, prepare students for short performances at assemblies and for professional culminating performance for parents and the community at-large, introduce dance history. Students will learn West African Dance forms and rhythms, attend Sharing Assembly of professional artists, learn basic fundamentals of drama and dance, experience integration of the arts and its relationship to math  
 for the period of 6/1/2019 through 6/30/2019 in an amount not to exceed \$ 5,200.00.

**Background** (Why do we need these services? Why have you selected this vendor?)  
 Oakland Fine Arts Summer School relies on talented community artists to insure authentic arts instruction for students.

**Competitively Bid** Was this contract competitively bid? No  
 If no, exception: Professional Services Agreement of less than \$90,200

**Fiscal Impact** Funding resource(s): 0005/Central Office Supplemental

**Attachments**

- Professional Services Contract

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**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

## PROFESSIONAL SERVICES CONTRACT 2018-2019

This Agreement is entered into between Myrtha Muse

(CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
2. **Terms:** The term of this Agreement shall be from 6/1/2019 (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$ 90,200 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$ 90,200, whichever is later) to 6/30/2019. The work shall be completed no later than 6/30/2019.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Five Thousand, Two Hundred Dollars (\$ 5,200.00) [per fiscal year], at an hourly billing rate not to exceed \$0.00 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N/A

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by CONTRACTOR without delay.

4. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
5. **CONTRACTOR Qualifications / Performance of Services:**
  1. **CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
  2. **Standard of Care:** CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable law, code, rule, regulation, and/or ordinance.
    - i. CONTRACTOR shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
    - ii. CONTRACTOR shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that CONTRACTOR or its employees may discover. CONTRACTOR shall use professional efforts in identifying any errors, inconsistencies, or omissions.

**Professional Services Contract**

3. **District Approval.** The work completed herein must meet the approval of OUSD and shall be subject to OUSD's general right of inspection and supervision to secure the satisfactory completion thereof.
6. **Certificates/Permits/Licenses/Registration:** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this agreement.
7. **Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
8. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:
- |   |                                      |
|---|--------------------------------------|
| <b>OUSD Representative:</b>   | <b>CONTRACTOR:</b>                   |
| Name: <u>Julie McCalmont</u>  | Name: <u>Myrtha Muse</u>             |
| Site /Dept.: <u>Community Schools and Student Services Department</u> | Title: <u>Owner</u>                  |
| Address: <u>1000 Broadway, Suite 600</u>                              | Address: <u>3661 Market Street</u>   |
| <u>Oakland, CA 94607</u>  | <u>Oakland, CA 94608</u>             |
| Phone: <u>510-879-2709</u>  | Phone: <u>510-612-7334</u>           |
| Email: <u>Julie.mccalmont@ousd.org</u>                                | Email: <u>myrthamuse@comcast.net</u> |
- Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.
9. **Status of Contractor:** 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.
10. **Insurance:**
1. Unless specifically waived by OUSD, the following insurance is required:
- If CONTRACTOR employs any person to perform work in connection with this Agreement, 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 (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
  - CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of the Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
  - If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.
- OR**
- CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD

**Professional Services Contract**

policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

13. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

14. **Termination:**

1. **For Convenience by OUSD:** OUSD may at any time terminate this Agreement and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by OUSD shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by CONTRACTOR or no later than three (3) calendar days after the day of mailing, whichever is sooner.

2. **With Cause by District.** OUSD may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- i. material violation of this Agreement by the CONTRACTOR; or
- ii. any act by CONTRACTOR exposing OUSD to liability to others for personal injury or property damage; or
- iii. CONTRACTOR is adjudged bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONTRACTOR's insolvency.

Written notice by OUSD shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, OUSD may secure the required Services from another CONTRACTOR. If the expense, fees, and/or costs to OUSD exceeds the cost of providing the Services pursuant to this Agreement, CONTRACTOR shall immediately pay the excess expense, fees, and/or costs to OUSD upon the receipt of OUSD's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to OUSD.

Upon termination, CONTRACTOR shall provide OUSD with all documents produced maintained or collected by CONTRACTOR pursuant to this Agreement, whether or not such documents are final or draft documents.

15. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:

1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code 49406 within the prior 60 days. If tuberculosis risk factors are identified, CONTRACTOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the CONTRACTOR agent shall obtain an x-ray of the lungs. At his/her discretion, CONTRACTOR agent may choose to submit to the examination instead of the risk assessment.

2. **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 Agreement, 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 Agreement."

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an 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.

16. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

17. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation:

1. Requesting that OUSD employee(s) evaluate CONTRACTOR and CONTRACTOR's employees and subcontractors and each of their performance.
2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

18. **Limitation of OUSD 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

## Professional Services Contract

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.

19. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
20. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

21. **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/>).
22. **Severability:** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
23. **Provisions Required By Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
24. **Captions and Interpretations:** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
25. **Calculation of Time:** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
26. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD (specifically excluding any underlying pre-existing intellectual property). OUSD may, with CONTRACTOR's prior written consent, use CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
27. **Audit:** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
28. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
29. **Incorporation of Recitals and Exhibits:** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.
30. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

Professional Services Contract

- 31. **Drug-Free / Smoke Free Policy:** 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 controlled substances, alcohol or tobacco on these sites.
- 32. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 33. **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.
- 34. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.
- 35. **Indemnification:** To the furthest extent permitted by California law, CONTRACTOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of or in any way related to the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend the Indemnified Parties from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR arising out of or in any way related to the performance of this Agreement. CONTRACTOR shall, to the fullest extent permitted by California law, defend the Indemnified Parties at CONTRACTOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that CONTRACTOR proposes to defend the Indemnified Parties. This provision survives termination of this Agreement.
- 36. **Contract Publicly Posted:** 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.
- 37. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

*Aimee Eng* 6/13/19  
 \_\_\_\_\_  
 President, Board of Education Date  
 Superintendent  
 Chief or Deputy Chief  
*[Signature]* 6/13/19  
 \_\_\_\_\_  
 Secretary, Board of Education Date

CONTRACTOR

DocuSigned by:  
*[Signature]* 5/20/2019  
 \_\_\_\_\_  
 Contractor Signature Date  
 Myrtha Muse  
 Owner  
 \_\_\_\_\_  
 Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY

Professional Services Contract

## EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

1. **Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

Teach varied styles of dance with emphasis on Katherine Dunham techniques - prepare students for short performances at assemblies, prepare students for professional culminating performance for parents and the community at-large, introduce dance history. Students will learn West African Dance forms and rhythms from several West African nations, attend Sharing Assembly of professional artists, perform at culminating program Learn basic fundamentals of drama and dance, experience integration of the arts and its relationship to math.

**Professional Services Contract**

- 2. Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). **NOT THE GOALS OF THE SITE OR DEPARTMENT.**

Consultant will engage students in activities that promote awareness of the arts especially Jazz, resulting in student appreciation of the arts, career exploration, and its relationship to daily living; as well as, improved self-esteem, confidence, and pride in self. Students will demonstrate growth and/or age appropriate competency in Jazz drumming, oral language through drama and precision movement (Spirit Team); display confidence and pride in accomplishment. As measured by instructor observation, participation and completion of student work/activities, oral presentations, participation in assemblies, and performance in culminating program for parents and community visitors.

- 3. Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds):**

Please select:

**Action Item Included in Board Approved SPSA (no additional documentation required) – Item Number: \_\_\_\_\_**

**Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.**

1. **Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.**
2. **Meeting announcement for meeting in which the SPSA modification was approved.**
3. **Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.**
4. **Sign-in sheet for meeting in which the SPSA modification was approved.**





OAKLAND UNIFIED  
SCHOOL DISTRICT

Ensuring Every Student  
Thrives

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05-06-2019

OUSD USE ONLY

Myrtha Muse  
3861 Market Street  
Oakland, Ca 94608  
ATTN: Myrtha Muse

**RE: Authorization to Proceed with Consultant Contract Processing**

This letter is to inform you that you have successfully completed the consultant review process for Vendor Management in ContractsOnline for the current school year.

**This authorization shall expire at the conclusion of the 2018-2019 school year.**

**Please note that THIS IS NOT AN AUTHORIZATION TO START WORK.**

***You must complete the entire Contract Approval Process, which includes:***

**A) Final contract execution and District Approval, and/or;**

**B) Issuance of your Purchase Order Number**

**whichever happens first.**

Thank you for your commitment to help support and enhance the educational experience of Oakland students.

Procurement Department,  
Oakland Unified School District

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Myrtha L. Muse  
P.O Box 3566  
Oakland, California 94609  
[myrthamuse@comcast.net](mailto:myrthamuse@comcast.net)  
(510) 612-7334

**EDUCATION & TRAINING:**

**San Francisco State University, San Francisco, CA**  
**B.A Dance / Choreography & Performance**  
**B.A Africana Studies / Humanities**  
**Certified Instructor: Katherine Dunham Technique**  
**Graduate of Urban Fire Entrepreneur Training Program**

**PROFESSIONAL PROFILE:** Over 29 years of teaching skills and technique in various genres of dance, ages K-12 and college university adults, while creating lucrative business ideas and/or activities to generate revenue to fund projects for existing marketing plans and fundraising endeavors.

**EMPLOYMENT OBJECTIVE:** To obtain employment that offers opportunity for growth, education, professional achievement and excellence.

**TEACHING AND INSTRUCTION:**

- 9/00 – Present    **Dance With Reason**  
Proprietress - Executive Director- Instructor  
Coordinate city wide dance programs and academic instruction, throughout the greater bay area publicly, professionally and or privately. Venture Capitalist Enthusiast, seeking lucrative, creative, compelling opportunities to nurture.
- 6/26-7/2018      **City of Oakland**  
O.F.A.S.S – Oakland Fine Arts Summer School  
Resident Artist/ Instructor
- 4/15- 4/15        **Eldridge Elementary- Spring Program – Hayward, California**  
12/14-12/14     **East Ave Elementary Winter Program- Hayward, California**  
Instructor
- 8/11- 6/2012    **UC Berkeley – 21<sup>st</sup> Century Community Learning Center**  
Instructor of Dance Department
- 7/01- 07/11     **City of Oakland Parks & Recreation**

- 7/15, 7/16 O.F.A.S.S – Oakland Fine Arts Summer School  
Resident Artist / Instructor
- 09/00- 06/11 Oakland Unified School District  
Independent Resident Artist / Dance –Performing Arts  
9/98 – 04/08 Young Audiences of the Ba Instructor
- 06/07 A.L.I.C.E – Arts & Literacy in Children's Education Instructor
- 09/05 - 06/06 M.O.C.H.A - Museum of Children's Art- Oakland Instructor  
Resident Mentor Artist / Instructor
- 9/87- 6/97 City of Oakland Parks & Recreation Dimond Park  
Recreation Specialist / Instructor
- 9/84 – 6/96 Wajumbe Cultural Institution –S.F California  
Children's Ensemble Director

#### **PRODUCTION AND DIRECTING:**

Dance With Reason is a artistic forum in which the professional and most prolific emerging artists come together to collaborate in an effort to share, unite the community, promote and preserve the historical relevance, cultural integrity of African American people art, music, dance, theater and song. Established in 1999 in Oakland, Dance With Reason thrives to make a difference in all of the production endeavors and is artistically and executively directed by Myrtha Muse.

#### **DWR PRODUCTIONS: 4 FULL PROGRAM PRESENTATIONS**

Dance With Reason has independently produced four full program presentations to sold out standing room only venues. Approximate 1 hour and 30 min shows minimally to 1 hour and 45 minutes maximum with 15 minute intermissions. In all of these productions I produce, directed and or choreographed with exception Oaktown Blue which is totally written by Avotcha.

**A Journey through A Spirit Returned-**  
**February 12, 2000**  
**Oakland Ensemble Theater- 8:00 pm**

**A Journey Through A Spirit Returned:** Yemoja; the mother of all living things, nurturing and soothing those who call upon her. This presentation paid homage to the Haitian deity Yemoja and touched the creative forces and arts of the world as it relates to the image and character of her; represented through local professional performing artists such as the current bicoastal phenomenal Artistic Director Adia Whittaker of Ase'

Collective Dance Company of Brooklyn, N.Y and California, as well the awesome talent of Deborah Vaughn of Dimensions Dance Theater and community treasured poet Tureeda Mikell, just to name a few.

**Root of the Source**  
**Saturday Feb 10, 2001 8pm**  
**Sunday Feb 11, 2001 3pm**  
**Alice Arts Theater**

**Root of the Source:** depicted the root as "spirit" that of feeling, having the audience being transported through various genres of movement, in which the audience was given opportunity to self-reflect, collectively or individually enjoy, unite harmoniously or differently with acceptance.

The performing artists including executive director and founder Carla Service of Dance-A-Vision, Inner Journey/ Outer Bound Ensemble, Ava Miller, Avotcha, Anna Lee Walker and Paulette Anthony, also choreography from the late Professor Alicia Raye Pierce of SF State University- School of Dance.

**Oaktown Blue**  
**Friday May 31, 2002 8pm**  
**June 1, 2001 8pm**  
**Alice Arts Theater**

**Oaktown Blue** a poetic depiction of West Oakland historically, visualize poetry in motion and Northern California being Hollywood for the people of West Oakland where the blues capital of the West Coast lived.

Oaktown was a hit and a favorite since it embodied all of the elements of the performing arts; dancers, musicians actors and actresses, it was fabulous. The show carried such local talents with international acclaim such as the illustrious jazz songstress extraordinaire Faye Carol, Emily Baloney principal singer of Beach Blanket Babylon, the longest running musical production in the SF Bay Area, Glen Pearson, epitome of a dynamic musician, composer, arranger, consummate performer and then there were poets; Brandy Walker AKA "Scorpio Blue" and Cassandra Walton, the show rendered standing ovations and artistic excellence,

**Generations**  
**February 20, 2004 8pm**  
**February 21, 2004 8pm**  
**Holy Names Regents Theater**

**Generations** is a poetic full theatrical drama in the truth of life through music, dance and song.

Generations was enlightening yet fun and easy to explore artistically, as it delved into all the complexities of woman and men in varied ages along the roads of life with some common and complex subject matter within our community. The creative process reached out to include four Bay Area youth performing arts dance groups and one youth capoeira group, that collaboratively performed a group piece of choreography, that signified diversified unity, which we should have in the arts, as well as individually moving while cohabiting in the world on a planet we call earth for everyone. The thought provoking moments in this presentation were skillfully timed and offered pauses for small breaths through movement and song.

#### **FUNDRAISING AND DEVELOPMENT:**

All of the DWR Productions were independently operated, the structure and financial goals were attained by:

Develop specialized marketing strategies for various production companies.

Create diversified fundraising opportunities, community events, galas, and private endeavors.

Increase revenue of existing marketing plans or increase operating budgets.

#### **PRINCIPAL DANCER:**

**Performance: Requested by Legendary Pioneer of Black Dance**

**Hand Selected to Perform: An Evening Honoring Katherine Dunham by Miss Dunham**

**Dino's Supper Club  
East Saint Louis, Missouri  
Second Annual Katherine Dunham Seminar  
July 1986**

On my first trip out to East Saint Louis, Missouri, I was hand selected to perform for Katherine Dunham. I was 17 years old and at the beginning of my career as performer and arts educator, touched by Katherine Dunham, not realizing the potential of who I was{...}

**Hand Selected to Demonstrate: A Residency in Tribute to Katherine Dunham Technique**

**Stanford University  
May 7, 1989  
Memorial Auditorium**

Consistently studying the discipline and the philosophy of the Dunham Technique, requested to participate in the Residency Tribute lecture demonstration of Katherine Dunham Technique at Stanford University in Palo Alto, California in which she later autographs individual thank you on historical collector posters for our accomplishments.

**Performed in front of audiences of 500+ at the following venues:**

Performed in front of audiences throughout the Bay Area touring as principal dancer with local dance companies,

Petit Le Croix- Palace of Fine Arts – Ethnic Dance Festival 1989

Diamano Coura – Nelson Mandela Freedom Celebration- Oakland Coliseum – 1990

Diamano Coura- Se- Ki- La- Ti- Celebration- Calvin Simmons Theater- February 1996

**Artistic Residency's:**

\*Have held residency's for the two most noted and largest artist registries in Northern California.

\*Young Audiences of Northern California - Sept 1998- 2005 (noted mentor artist)

\*M.O.C.H.A- Museum of Children's Art - Sept 2005- June 2006

A.L.I.C.E- Arts & Literacy in Children's Education- June 2007

**City of Oakland Resident Artist - O.F.A.S.S- Oakland Fine Arts Summer School**

A devoted artist, the 2011 summer term was my ninth year as a resident artist for this city wide free performing arts program. June 2002- July 2011.

**Katherine Dunham Children's Workshop: Summer Annual Residency E.Saint Louis. Ill**

Provided instruction to youth ages 5-10years old on Dunham Technique and Philosophy, creating a culminating piece of choreography for the youth to present at the closing ceremony of the seminar July 2009 to July 2010 in East Saint Louis, Illinois.

**Experience:**

Have taught in three school districts; Oakland Unified School District, San Francisco School District and Berkeley School District, as a independent consultant over the past twenty five years.

Developed curriculum as it relates to dance and following all State of California standardized requirements for the performing arts education.

Has over twenty five years of teaching; K-12, State University students as an independent consultant, servicing thousands of students to date in the Bay Area. Has produced, directed, managed and costumed all aspects of student body performing arts; dance assemblies, performances and culminating showcases for contracted school sites.

Create and or alter motor skill movement, conducive for inclusion students participating.

**Commissioned Choreography: Glenview Elementary School: International Exchange**

During the Winter 2006 school term, performing art students at Glenview Elementary were requested to participate in a International Cultural Exchange Performance in Fukuoka, Japan, representing Oakland Unified Public School District. My choreography was commissioned for this international exchange.

**Commissioned Choreography: Katherine Dunham Board of Directors:  
Dr. Albirda Rose – Master Instructor of Certification**

**Celebrating the Dunham Legacy  
Thursday June 8, 2006 8pm  
Laney College Theater**

My work with students over the years has been recognized in many places and is now requested to take part in the "Celebrating the Dunham Legacy", creating a series of combinations from the Dunham Technique for my students, with me performing as well. The evening program is dedicated to all of the participants of the Legacy Tree, that are teachers and or certified instructors which have a direct lineage in studying Dunham Technique. Unfortunately, this would be the last spoken words captured on film from Katherine Dunham, via a pre- recorded outgoing message to the audience, thanking us for our dedication and her wishing us all well. My students were the last to perform in tribute to the legendary pioneer of dance, Madame Katherine Dunham.

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

**Search Term : myrtha muse\***  
**Record Status: Active**

**No Search Results**



# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2018-2019

Basic Directions	
<i>Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool</i>	
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.	
<ol style="list-style-type: none"> <li>1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.</li> <li>2. Ensure contractor meets the <u>consultant requirements</u> (including the Excluded Party List, Insurance and Talent Consultant Verification )</li> <li>3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.</li> </ol>	
Attachment Checklist	<input checked="" type="checkbox"/> For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check <input checked="" type="checkbox"/> For All Consultants: Results page of the Excluded Party List ( <a href="https://www.sam.gov/">https://www.sam.gov/</a> ) <input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

Contractor Information			
Contractor Name	Myrtha Muse	Contractor's Contact	Myrtha Muse
OUSD Vendor ID #	002962	Title	Owner
Street Address	3861 Market Street	City, State	Oakland, CA
Telephone	510-612-7334	Zip Code	94608
		Email (required)	myrthamuse@comcast.net
Contractor History	Previously been an OUSD contractor? Yes	Worked as an OUSD employee?	No

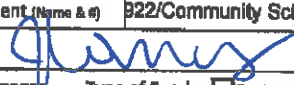


Compensation and Terms – Must be within the OUSD Billing Guidelines				
Anticipated Start Date	6/1/2019	Date Work Will End	6/30/2019	Other Expenses
				\$0.00
Pay Rate Per Hour (required)	\$0.00	Number of Hours (required)		

Requisition No.	Budget Number	Resource Name	Amount
VR19-12935	010-0005-0-1110-1000-5825-937-9370-1140-0105-99999	Central Office Supplemental	\$ 5,200.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
<b>Total Contract Amount</b>			<b>\$ 5,200.00</b>

OUSD Contract Originator Information			
Name of OUSD Contact	Julie McCalmont	Email	julie.mccalmont@ousd.org
Site/Dept. Name	Community Schools and Student Services Department	Site #	922
		Phone	510-879-2709

**Approval and Routing (in order of approval steps)**

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

1.	Administrator / Manager (Originator)	Name	Julie McCalmont	Phone	610-879-2709	Fax	
	Site/Department (Name & #)		922/Community Schools and Student Services	Date Approved	5/20/19		
	Signature			<input checked="" type="checkbox"/> Administrator verifies vendor is not excluded on <a href="https://www.sam.gov/">https://www.sam.gov/</a>			
2.	Resource Manager	Type of Funds:	<input type="checkbox"/> Restricted <input type="checkbox"/> Unrestricted <input type="checkbox"/> Grant	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)			
	Signature	Date Approved					
	Signature (if using multiple restricted resources)	Date Approved					
3.	Network Superintendent/Executive Director	Signature			Date Approved	5/20/19	
4.	Chiefs / Deputy Chiefs	Consultant Aggregate	<input type="checkbox"/> Under <input type="checkbox"/> Over \$	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site			
		<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
	Signature			Date Approved	5/20/19		
5.	Superintendent, Board of Education	Signature on the legal contract					
Legal Required if not using standard contract		Approved		Denied - Reason		Date	
Procurement	Date Received			PO Number			