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**OAKLAND UNIFIED  
SCHOOL DISTRICT**

Community Schools, Thriving Students

## Memo

**To** Board of Education  
**From** Antwan Wilson, Superintendent

**Board Meeting  
Date**  
(To be completed by  
Procurement)

6/19/15

**Subject**

Memorandum of Agreement - Prescott Circus Theatre - (contractor) - Summer Learning Program - 922/Community Schools and Student Services Department (site/department)

**Action Requested**

Approval of a Memorandum of Agreement between the Oakland Unified School District and Prescott Circus Theatre, Boulder, CO, to be primarily provided via the Community Schools and Student Services Department for the period of June 15, 2015 through July 17, 2015.

**Background**

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

OUSD's 21st Century Community Learning Center grants for elementary and middle school sites include Supplemental Funding to support summer learning programs, operated in partnership between schools and community organizations. In order to fulfill the grant requirements, OUSD is contracting with existing after school lead agency partners and other community organizations to provide enhanced and increased summer services at schools across the District. Prescott Circus Theatre will utilize space at PLACE @Prescott Elementary School to run an outdoor education summer program for TK-5th graders.

**Discussion**

*One paragraph summary of the scope of work.*

Approval by the Board of Education of a Memorandum of Agreement between the District and Prescott Circus Theatre, Oakland, CA, and the Memorandum of Agreement for the Specific School Site, PLACE @Prescott Elementary School, to provide its Prescott Circus Theatre Summer Day Camp, as described in the Scope of Work, incorporated herein by reference as though fully set forth, via the Community Schools and Student Services Department, for the period of June 15, 2015 through July 17, 2015, at no cost to the District.

**Recommendation**

Approval of a Memorandum of Agreement between Oakland Unified School District and Prescott Circus Theatre. Contractual services to be provided by the Community Schools and Student Services Department for the period of June 15, 2015 through July 17, 2015.

**Fiscal Impact**

Funding resource name (please spell out): No Fiscal Impact

**Attachments**

Memorandum of Agreement  
Certificate of Insurance  
Statement of Qualifications

**MEMORANDUM OF AGREEMENT BETWEEN A NON-PROFIT ORGANIZATION  
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 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, the students, or the parents; and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said services/program on school(s), site(s) ("Schools") selected in Section II of the MOU.

**II. Program Sites**

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

1. PLACE @ Prescott: 920 Campbell St. Oakland, CA
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

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

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

1. A brief description of the type of services your program generally provides.

The Prescott Circus Theatre (PCT) is a nationally recognized after-school performing arts education program for Oakland youth, now in our 31st year! We provide the opportunity for over 200 Oakland public elementary school students each year to work with caring professional adults to learn circus and theatre arts in after school programs at six school sites. Through our program, students develop a knowledge and appreciation for circus and theater arts, participate in healthy physical activities, and engage their creative selves to offer new performances for their communities each year. In addition to building creativity, knowledge, and community connections, students learn essential life skills that support school and work success. Circus arts learning teaches teamwork, builds self confidence, and demonstrates the rewards of perseverance to overcome challenges. Our summer program has been going strong for 18 years, offering the same high quality programming as during the school year. During our 5-week summer program, June 15-July 17, students receive training and prepare for the summer performance series at Prescott Elementary School. At this time, students receive direct instruction and learning with professional teaching artists in a culturally conscious curriculum. Students train in juggling, acrobatics, hambone body percussion, unicycle, stilt dancing, and clowning/acting. During the last week of the program (the week of July 13), we move to the Malonga Center for set up and rehearsals for our Summer Performance Series.

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

We work with a superb group of professional artists and youth workers, most of whom have been with us a minimum of 5 years or have actually grown up in the program. In addition to artists, we have two core team members who grew up in the program, current and retired OUSD teachers, and several caring community members who lend their expertise in a variety of specialized skills. All of our staff are selected based on outstanding talent, exemplary knowledge, and demonstrated caring and commitment to our program. 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.

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

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

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

1. **Drug and Smoke Free**—No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these School(s).
2. **Anti-Discrimination**—It is the policy of OUSD that in connection with CONTRACTOR's services in 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, or age. Therefore, the CONTRACTOR agrees to comply with 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 does arise.
  4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe 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. **Required Documents**—Ensure that all CONTRACTOR personnel who will be on OUSD premises have been: (a) fingerprinted; (b) submitted to a criminal background check via Livescan or a similar service as required by the Education Code, and (c) taken a tuberculosis test. Please see Section IV for the relevant documentation that is required.
- D. **Insurance**—Provide evidence of general liability insurance that names OUSD as an additional insured, for operation students, volunteers, and personnel at location where CONTRACTOR provides programs/services with at least \$1M in coverage, and furnish certificate of said insurance to OUSD.

**OR**

1. **Waiver**—CONTRACTOR is not required to maintain insurance under this agreement if the Risk Management Officer signs a waiver of insurance. You may contact the Risk Management Officer at 510.879.1612. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- E. **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.
- F. **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.

#### **IV. Required Documents**

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

##### **A. Contractor (Individual):**

- Completion of Pre-Consultant Screening Process—Attach a letter from Human Resources showing completion of Pre-Consultant Screening for this current fiscal year. This process will include a check of all of the following:
  - Fingerprinting—Attach documentation
  - Criminal Background Check—Attach documentation
  - Tuberculosis Clearance—Documentation from health care provider showing negative TB status within the last four years.

##### **Contractor (Agency):**

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

##### **B. Contractor:**

- Insurance—see Section III(D) for specifications. Please attach documentation of either proof of insurance, or a waiver signed by the Risk Management Officer.

#### **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, California Standards Test (CST) 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 through these dates 6/15/2015 -- 7/17/2015.

**VII. Termination**

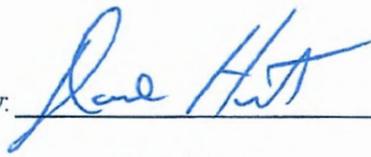
Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This agreement may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

**VIII. Hold Harmless/Indemnity**

Each party to this MOU agrees to 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: X Enomwaji Booker Dated: 04/24/2015 (MM/DD/YYYY)  
Sponsoring Department or Site Principal

By:  Dated: 4/22/2015 (MM/DD/YYYY)

David Hunt (Print Name)

Prescott Circus Theatre (CONTRACTOR)

Approved as to form and procedure

By:  Dated: 5/4/15 (MM/DD/YYYY)

Jacqueline Minor, General Counsel  
Oakland Unified School District

  
Devin Dillon, CAO



James Harris  
President, Board of Education



Antwan Wilson  
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/>

**MEMORANDUM OF AGREEMENT BETWEEN A NON-PROFIT ORGANIZATION  
AND SPECIFIC SCHOOL SITE**

**I. Parties**

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between

PLACE @ Prescott Elementary (SCHOOL) 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 the SCHOOL, the students, or the parents; and BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said services/program to SCHOOL.

**II. Contractor's Services**

Directions: Please check **all** of the expectations or goals below that are in agreement with your program's services. This list is similar to the one you filled out on page 2 of the MOU with OUSD; however, this one is for the school site's information. **You must fill out both.**

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

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**III. Time Commitment/Schedule**

Directions: Please attach a schedule that details the amount of time you will be at the school site and when. The schedule should detail the number of hours per day, number of days per week, number of weeks per month and so on, that you will be providing your services at the school. Both parties must agree to this schedule.

**IV. Space**

Check off all of the rooms or space at school that CONTRACTOR's will use to provide services at this school:

- Kitchen
- Cafeteria (without access to Kitchen equipment and facilities)
- Gym
- Classroom(s): (please list how many and which ones)
- Office(s)/Conference Room: (please list how many and which ones)
- Yard/Outdoor Play area
- Other: Auditorium

**V. Communication**

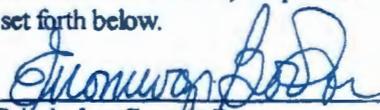
Please identify a contact person for CONTRACTOR:

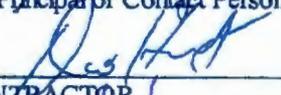
Name	David Hunt
Address	2425 E. 28th St. Oakland, CA 94601
Phone Number	510-967-0355
E-mail	dhunt@prescottcircus.org

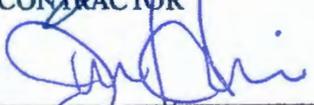
Please identify a contact person for the School site:

Name	Enomwoyi Booker, Principal
Address	920 Campbell St., Oakland, CA 94607
Phone Number	510-879-1470
E-mail	enomwoyi.booker@ousd.k12.ca.us

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

By:  Dated: 04/24/2015 (MM/DD/YYYY)  
Site Principal or Contact Person

By:  Dated: 4/22/2015 (MM/DD/YYYY)  
CONTRACTOR

  
James Harris  
President, Board of Education

  
Antwan Wilson  
Secretary, Board of Education



**Prescott Circus Theatre**  
2425 E. 28<sup>th</sup> St.  
Oakland, CA 94601  
510-967-0355    [www.prescottcircus.org](http://www.prescottcircus.org)

April 6, 2015

Oakland Unified School District  
1025 Second Ave.  
Oakland, CA 94606

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.

Sincerely,

A handwritten signature in cursive script, appearing to read "David Hunt".

David Hunt, Executive Director  
Prescott Circus Theatre  
[dhunt@prescottcircus.org](mailto:dhunt@prescottcircus.org)  
510-967-0355



Prescott Circus Theatre  
2425 E. 28<sup>th</sup> St., Oakland, CA 94601  
510-967-0355 www.prescottcircus.org

## 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:** 2425 E. 28th St. Oakland, CA 94601  
**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. ORGANIZATION HISTORY & OVERVIEW

The Prescott Circus Theatre (PCT) is a nationally recognized after-school performing arts education program for Oakland youth, now in our 31st 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. SUMMER PROGRAM HISTORY & OVERVIEW**

Since 1998 Prescott Circus Theatre has been offering its summer program at Prescott Elementary which provides the same quality circus arts education of our school-year programming with special emphasis on lessons in math, vocabulary, writing, and reading. Up to 30 students from all of our school sites participate each year, taking advantage of the opportunity to experience hands-on project-based learning while practicing their skills in circus and performing arts.

Each summer session culminates in our annual summer performances, a series of 5 free public performances in mid-July. Through these captivating performances, students demonstrate their talents in juggling, acrobatics, unicycling, stilt walking, hambone body percussion, hip hop dance, balancing, and clown acts. Our summer performances draw a diverse set of audience members from the Oakland community: families, groups of children in summer programs, groups of seniors, and our following of fans. We typically see crowds of 250 audience members for each show. These performances are an excellent way for our students to practice working as a team to create an original performance from beginning to end. Our outreach efforts also allow participants to feel more connected with their larger community.

#### **VI. DEMOGRAPHICS**

The children we serve through our programming reflect the diversity in our Oakland School District community. According to data collected after the 2013-2014 school year, our participants are:

- 59% Female, 41% Male
- 61% African American, 14% Latino, 13% Asian/Pacific Islander, 1% Caucasian, 11% Multiethnic
- 93% Qualify for free/reduced Lunch
- 25% English language learners

#### **VII. STAFF QUALIFICATIONS**

We work with a superb group of professional artists and youth workers, most of whom have been with us a minimum of 5 years or have actually grown up in the program. Our current teaching artists were selected based on personal knowledge and/or recommendations through the local circus and arts community. They have demonstrated outstanding artistic talent and exemplify the caring and commitment to teaching that our program demands. Additional staff members include two core team members who grew up in the program, who, now adults, 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.

Community members are also gracious with their time and skills. Carla Service, of Dance-A-Vision, teaches hip-hop to our students. Latanya Tigna from Dimensions Dance, is an apprentice of Shaka Zulu, master stilt dancer, has taught our students African stilt dancing traditions. Frank Olivier, nationally recognized variety performer, volunteers his time teaching specialty tricks on the unicycle. 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.

#### **VIII. SUMMER 2015 LEAD STAFF**

**David Hunt:** Resident artist with Prescott Circus Theatre since 2004. Co-founder and director of the New Orleans School of Circus Arts (NOSCA). Board of Directors, American Youth Circus Organization (2005-2010). Accomplished juggler and slack wire performer.

**Belle Jackson:** Retired OUSD school teacher. Site Director, academic tutor and summer academic curriculum lead for Prescott Circus Theatre.

**Derique McGee:** 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.

**Ceara Walton:** Prescott Circus alumni; Staff member at 3 school sites. Specializes in hip-hop dance and hambone body percussion.

#### **IX. PARTNERS**

As part of the comprehensive after-school providers network in Oakland, we have a continuing collaboration with Bay Area Community Resources (BACR) at Prescott, and Lafayette, UMOJA Foundation at Parker; Learning for Life / Boy Scouts of America at Laurel and Manzanita SEED; and the East Bay Asian Youth Center at Manzanita Community School. At Prescott School, we work with caseworkers from Lincoln Child Center who serve some of our students. 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.

#### **X. PROGRAM OUTCOMES**

Our programs repeatedly score well by internal and outside evaluations. Parent, student, and staff surveys from our programs in spring 2014 showed that 86% of students experienced growth in confidence from their participation in the circus program. 79% of students reported that their ability to work with a team was better; 85% reported being better at learning new things, and 63% reported being more of a leader in their school because of their participation.

Our summer program, evaluated by outside evaluators, received a program quality rating of "Performing." 93% of participants reported that the program helped them to be more confident in their skills and abilities; 95% reported that the program helped them to expect good things from themselves, and 94% reported being better listeners.

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

**Search Term : Prescott\* Circus\***  
**Record Status: Active**

**No Search Results**