Board Office Use: Legislative File Info.						
File ID Number	18-1361					
Introduction Date	6/13/18 6/27/18					
Enactment Number	18-1203					
Enactment Date	6/27/18 er					



Memo

To

Board of Education

From

Kyla Johnson-Trammell, Superintendent

Board Meeting Date

(To be completed by Procurement)

June 13, 2018

Subject

Memorandum of Understanding - Z Space/Word for Word/Youth Arts (contractor) - Community Schools and Student Services Department (site/department)

Action Requested

Approval by the Board of Education of the Memorandum of Understanding between the District and Z Space/Word for Word/Youth Arts. Services to be primarily provided to Community Schools and Student Services Department for the period of October 18, 2017 through October 18, 2020.

Background

A one paragraph explanation of why the consultant's services are needed. Word for Word/Youth Arts uses a combination of theatre arts and literature to inspire students to read, investigate, and create. The program addresses two very urgent concerns that continue to plague California schools today: the disparity in literacy rates between minority and non-minority students and the increasing disappearance of formal arts education in public schools.

Discussion

One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding between the District and Word for Z Space/Word/Youth Arts, San Francisco, CA, for the latter to provide an 18-visit residency with ELA classes focusing on Summer Brenner's "Oakland Tales" and culminating in a performance, including the author, for students, teachers, families, and community members for Life Academy, for the period of October 18, 2017 through October 18, 2020, at no cost to the District.

Recommendation

Approval by the Board of Education of a Memorandum of Understanding between the District and Z Space/Word for Word for Word/Youth Arts. Services to be primarily provided to the Community Schools and Student Services Department for the period of October 18, 2017 through October 18, 2020.

Fiscal Impact

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

Attachments

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



CONTRACT JUSTIFICATION FORM This Form Shall Be Submitted to the Board Office With Every Consent Agenda Contract.

Legislative File ID No. 18-1861				
Department: 922/Community Schools and Student Services				
Vendor Name: Word for Word/Youth Arts				
Contract Term: Start Date: 10/18/2017 End Date: 10/18/2020				
Annual Cost: \$\frac{0}{}				
Approved by: Andrea Bustamante				
Is Vendor a local Oakland business? Yes No				
Why was this Vendor selected?				
School-site selected partner for in-Kind agreement.				
Summarize the services this Vendor will be providing.				
YOUTH ARTS uses a combination of theatre arts and literature to inspire students to read, investigate, and create. Developed in 1998 using the model of our resident theatre company, WORD FOR WORD, the program brings the Company's unique style of literature-based theatre to classrooms, guiding students in developing their own performances of classic and contemporary stories and poems. In a Youth Arts workshop, students investigate and perform a poem or short story that is relevant to their classroom curriculum. Using the "Five W's: Who, What, When, Where, and Why" and theatre and language games, our Teaching Artists guide students' investigation of the story or poem through plot, setting, character, theme, and writer's style. Students help create a script and stage a performance from the text				
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.				

Legal 1/12/16

2)	Please check the competitive bid exception relied upon:						
	닏	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)					
	닏	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 Materia! and Supplies if the cost agreed upon in writing does not exceed ten percent of the original contract price					
		Other, please provide specific exception					

Legal 1/12/16 2

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

I.	Partic	es							
betwee	en Oakl	of this Memorandum of Understanding ("MOU") is to establish a relationship land Unified School District ("OUSD") and FOR WORD/YOUTH ARTS) [CONTRACTOR—name of your organization of the contraction of the c							
WHER at no c	REAS, to C	the CONTRACTOR's services or program described in this MOU will be pro OUSD (or students or parents unless otherwise agreed upon by both parties); a	vided nd						
		TES HEREBY enter into this MOU to enable CONTRACTOR to provide said elected in Section II of the MOU.	1						
II.	Progr	ram Name(s)							
Unless the fol	otherw lowing:	vise agreed to in writing by the parties, the Program(s) governed by this MOU:	are						
	OAKLAI	ND TALES at Life Academy of Health and Bioscience - An 18-visit residency for 3 - 6th grade							
	classes	(English Language Arts) on Summer Brenner's OAKLAND TALES. Classes taught by							
	Teaching Artists expert in theatre, music, and design.								
III.	CON	TRACTOR Responsibilities/Scope of Services	a.						
	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.	to						
		1. A brief description of the type of services your program(s) generally pro-	vides.						
		Word for Word TAs lead students in transforming fiction or poetry into staged performances in the	Word						
		for Word style. By helping youth become better listeners, speakers, and readers, Youth Arts instills	a love						

of language and reading, enhances performance skills, and bolsters confidence and self-esteem.

2.	The relevant experience of the CONTRACTOR personnel that will be providing the services:								
	All of our Teaching Artists are professional artists (actors, musicians, designers) in addition to being								
	accomplished teachers. Each has trained extensively in his/her art form.								
•									
3 ,	Please disclose all costs to parents or students (if applicable). If no such costs, leave blank or write "N/A."								
N//	4								
	12								
4.	Please check <u>all</u> of the expectations or goals below that are in agreement with your program's services.								
	re a high quality instructional core								
	elop student's social health/skills elop student's emotional health								
	clop student's physical health								
	clop student's cognitive and academic skills te equitable opportunities for learning								
Ensu	re, maintain, or support high quality and effective instruction								
	are students for success in college and careers								
Crea	ensure, create, and/or sustain safe, healthy and supportive schools te accountability for quality								
Help	create full service community schools in OUSD								
	rase, raise graduation rates								

- 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 MOU 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 MOU 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 Co which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.	

workers' compensation laws of California.

CONTRACTOR does not employ anyone in the manner subject to the

- 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 prior to entering schools or interacting with students, 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

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

 SEE ENCLOSED

 EMAIL

 EMAIL

 AUTHORIZATION

 FOR

 MODIFICATION

 2. 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.
 - 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 10/18/2017

VII. Termination

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

VIII. Defense/Indemnity/Hold Harmless

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

IX. Jurisdiction

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

X. Notices

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

CONTRACTOR

Contact:

Amv Prosser

Title:

Youth Arts Program Coordinator

Address:

499 Alabama Street #450

San Francisco, CA 94110

E-mail:

aprosser@zspace.org

DISTRICT

Contact:

Marion McWilliams General Counsel

Title: Address:

Office of the General Counsel

1000 Broadway, Suite 680

Oakland, CA 94607

Phone:

510-879-8535

Fax:

510-879-4046

XI. Integration and Modification

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

XII. Assignment

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

XIII. Waiver

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

XIV. No Rights in Third Parties

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

XV. Counterparts

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

XVI. Intellectual Property

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

IN WITNESS THEREOF, the parties to the and year set forth below.		•
By: MANGET OF W	Dated: 10 (26	2011 (MM/DD/YYYY)
	/ '	(Print Name & Title)
COMMUNITY SONO	015 (Spor	nsoring OUSD Department)
By: Arry Prossi	Dated: 10/18/2017	(MM/DD/YYYY)
AMY PROSSER, Youth	Arts Program Co	(MM/DD/YYYY) sove いったい (Print Name & Title)
Z SPACE (WORD FOR WORD/YOUTH ARTS		NTRACTOR—Org. Name)
Approved as to form and procedure		
Ву:	Dated:	(MM/DD/YYYY)
Attorney, Office of the General Co Oakland Unified School District	ounsel	
Sime Eng	APPROVED FOR FO	SCHOOL DISTRICT General Counsel ORM & SUBSTANCE Lindsey
O		-
Aimee Eng, President, Board of	Education 6/28/18	
For 19-have		
Kyla Johnson Trammell, Secreta	ry, Board of Education	n 6/28/18
		OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at https://www.sam.gov/

Martin Young <martin.young@ousd.org>

to Amy

10:18 AM (3 hours ago)

Hello AmyEverything looks great. I have a question since we are moving towards a new version of the MOU. Do you mind if we manually strike Section V, C Data? A separate data sharing agreement is required by privacy laws in order to share non public student information, therefore, that language is being removed because it's confusing. I will attach your email authorization with the MOU.

Martin

Amy Prosser to me

1:19 PM (4 minutes ago)

Absolutely fine, Martin. Thanksl Amy



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/18/2017

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.

_	111111111111111111111111111111111111111										
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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).											
PRO	PRODUCER					CONTACT Veronica DeFalco					
Artr	Arthur J. Gallagher & Co.					PHONE 415-526-9467 FAX					
Insurance Brokers of CA., Inc. License #0726293 1255 Battery Street #450					E-MAIL Derait Veronica_DeFalco@ajg.com						
	Francisco CA 94111				AUDISE			IDING COVERAGE		NAIC#	
					Menos			e Alliance of CA		NAIC#	
INSL	JRED	ZSP/	ACES	2_01				n Insurance Fund of C/		35076	
-	pace Studio		(OL	<i>7</i> -01			orriborioador	Tillbulgince Lulid Of CA	1	33076	
	Alabama Street #450				INSURE						
Sar	r Francisco CA 94110				INSURE		-				
					INSURE						
				70070000	INSURE	RF:					
	VERAGES CER HIS IS TO CERTIFY THAT THE POLICIES	TIFIC	ATE	NUMBER: 722766336	VE SEE	N IOOUED TO		REVISION NUMBER:			
C	NDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUIR PERT POLI	REMEI 'AIN, '	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF ANY	Y CONTRACT THE POLICIES REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPECT TO	OT TO	WILL THE	
NSR LTR		INSD	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	8 ,		
Α	X COMMERCIAL GENERAL LIABILITY	Y		2017-06718-NPO		6/27/2017	6/27/2018	EACH OCCURRENCE DAMAGE TO RENTED	\$1,000	,000	
	CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	\$500,0	00	
	<u> </u>							MED EXP (Any one person)	\$20,00	0	
								PERSONAL & ADV INJURY	\$1,000	,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$2,000	,000	
	POLICY JECT X LOC						}	PRODUCTS - COMP/OP AGG	\$2,000.	,000	
Α	AUTOMOBILE LIABILITY		\vdash	2017-06718-NPO		6/27/2017	6/27/2018	COMBINED SINGLE LIMIT	-		
	ANY AUTO			2017-007 10-NPO		0/2//2011	W2772010	(Ea accident) "	\$1,000	.000	
	OWNED SCHEDULED AUTOS ONLY AUTOS				-			BODILY INJURY (Per person)	\$		
	V HIRED V NON-OWNED							BODILY INJURY (Per accident) PROPERTY DAMAGE	\$		
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$		
Ā	X UMBRELLA LIAB X OCCUR	$\vdash\vdash$	\vdash	2047 00740 LIMB MBO		0.07.0047	0.020040		\$		
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	ODAMO-NOADE		i !				-	AGGREGATE	\$2,000	,000	
В	DED RETENTION \$10,000	$\vdash\vdash$	\vdash	04444070040		10010010	10/04/0047	BED ! LOTU	\$		
В	AND EMPLOYERS' LIABILITY Y/N			91111872016		10/31/2016	10/31/2017	X PER STATUTE ER			
	OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$1,000,000		
	(Mendatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE	£ \$1,000,000		
	DESCRIPTION OF OPERATIONS below	\vdash	<u></u>	<u> </u>		- - .		E.L. DISEASE - POLICY LIMIT	\$1,000	,000	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	ES 44	L CORD	101 Additional Sprender Schoolung	do may b	a nitianal and 15 man					
Os	akland Unified School District is inclu	hehi	96.9	n Additional Incured ac	raena/	e anached a mor ete Conorol	e space is requir Hability por	eu) the attached endersen			
Oakland Unified School District is included as an Additional Insured as respects General Liability per the attached endorsement.											
RE	: Word for Word/Youth Arts										
CEI	STIERCATE HOLDER				0.110	MI					
CERTIFICATE HOLDER CANCELLATION											
Oakland Unified School District Attention: Risk Management 1000 Broadway Suite 440					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
Oakland CA 94607			AUTHORIZED REPRESENTATIVE WHITE AUTHORIZED REPRESENTATIVE								



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY,

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, in consideration of food contributions or client referrals you receive from them.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.



LISA STEINDLER Executive Artistic Director Z Space

October 23, 2017

JIM GARDIA Interim Managing Director Z Space

To Whom It May Concern,

SUSAN HARLOE Artistic Director Word for Word This is to certify that the following Teaching Artists contracted to lead a residency at Life Academy of Health and Bioscience for Word for Word's Youth Arts program have been screened for TB and their fingerprints have been cleared by CA DOJ/FBI with subsequent arrest notifications:

JOANNE WINTER Artistic Director Word for Word, Youth Arts

Gendell Hing-Hernandez:

BOARD OF DIRECTORS Date of T

Date of TB test screening - 10/6/14

ATI #: B277HIG922

Laura O. Bergman President

LaNell Martin:

Janine Paver Vice President | Secretary Date of TB test screening - 10/19/17

"' ATI #: I260MAL601

Eileen Fisher Treasurer

Dan Wolf:

Derek Brans Amie Chen Michael Darnaud Jaime King Lucy Lee Shawn Livermon Julie Richter

Shelly Osborne

Date of TB test screening - 12/2/15

ATI #: B333WOD250

Please feel free to reach out to me with any questions.

Kindly,

Amy Prosser

Youth Arts Program Coordinator Word for Word/Youth Arts/Z Space

(718) 873-3528

aprosser@zspace.org



LISA STEINDLER Executive Artistic Director Z Space

October 18, 2017

JIM GARDIA Interim Managing Director Z Space

Scope of Work

SUSAN HARLOE Artistic Director Word for Word

JOANNE WINTER
Artistic Director
Word for Word, Youth Arts

BOARD OF DIRECTORS

Laura O. Bergman President

Janine Paver Vice President | Secretary

Eileen Fisher Treasurer

Derek Brans Amie Chen Michael Darnaud Jaime King Lucy Lee Shawn Livermon Julie Richter Shelly Osborne Word for Word/Youth Arts Teaching Artists will conduct an 18-visit residency at Life Academy of Health and Bioscience in the fall of 2017 and each fall thereafter. TAs will work with three 6th grade English Language Arts classes studying Summer Brenner's book Oakland Tales. Students will bring to life theatrically, in the Word for Word style, chapters from the book. Choral singing and design elements (costumes, props) will also be studied and incorporated into the final performance.

Youth Arts is a unique arts education program that provides annual workshops/residencies to hundreds of elementary, middle, and high school students in San Francisco, Alameda, and Marin counties. In San Francisco, we teach in communities with large immigrant populations, like the Mission and North Beach. In Alameda and Marin Counties, we visit schools in more privileged communities, like Albany, Piedmont, and Mill Valley, and less resourced ones, like Fruitvale in Oakland. Teaching Artists lead students in transforming prose or verse into staged performances in the style of Z Space's resident theater company, Word for Word, which creates theatrical productions from short fiction and poetry. By helping young people become better readers, listeners, and speakers, Youth Arts instills a love of language, enhances performance skills, and bolsters confidence and self-esteem. Students build ensemble, express themselves artistically, come to appreciate the creative process, and deeply explore aspects of literature, thus gaining a much deeper understanding of both the page's written and the stage's spoken word. The texts that students perform are chosen to align with California content standards in order to reinforce classroom connections and celebrate diverse cultures.

Funds from a variety of organizations subsidize these workshops/residencies in schools with limited resources, allowing us to work with ELL, developmentally disabled, and other underserved communities free of charge. Life Academy is one such school,



LISA STEINDLER Executive Artistic Director Z Space

October 18, 2017

JIM GARDIA Interim Managing Director 2 Space

> SUSAN HARLOE Artistic Director Word for Word

JOANNE WINTER Artistic Director Word for Word, Youth Arts

BOARD OF DIRECTORS

Laura O. Bergman President

Janine Paver Vice President | Secretary

Eileen Fisher Treasurer

Derek Brans Amie Chen Michael Darnaud Jairne King Lucy Lee Shawo Livermon Julie Richter Shelly Osborne

Statement of Qualifications

Z Space empowers artistic risk, collaboration, and camaraderie amongst artists, audiences, and staff in the service of creating, developing, and presenting new work. Operating two venues in San Francisco's historic Mission District, a mainstage and a black box theater, Z Space hosts new works from a variety of performance disciplines year-round. Keystone initiatives include New Work, a development program that supports artists and ensembles from conception to realization of unique works; Word for Word, a resident theater company that transfers works of literature verbatim to the stage; and Youth Arts, an arts education program promoting literacy and engaging students' creativity, using the Word for Word performance technique. San Francisco Magazine recognized Z Space as the "Best Performance Art Space" in its 2015 "Best of SF" issue.

Word for Word is an ensemble whose mission is to tell great stories with elegant theatricality, staging performances of classic and contemporary fiction. Co-Artistic Directors JoAnne Winter and Susan Harloe founded Word for Word in 1993 as part of the Artists in Residence program at The Z Space Studio (Z Space's original name). After early performances in public libraries and schools, Word for Word began performing short stories on stage, quickly becoming a local theater favorite. In 1994, Word for Word became a program of Z Space, and, in 1998, the company established an arts education program known as Youth Arts, employing the Word for Word style of in-depth, literature-from-the-inside-out workshops in Bay Area schools. In its vibrant history, Word for Word has performed over 70 stories by some of the world's best writers. Word for Word performs regularly at Z Space and tours annually throughout California and France. In 1997, Word for Word received a special Bay Area Critics Circle Award for its unique concept, and in 1998, 2002, 2003, and 2005, the Bay Area Critics Circle awarded the company numerous honors for various productions.

Youth Arts teaching artists lead students in transforming fiction or poetry into staged performances in the Word for Word style. By helping youth become better listeners, speakers, and readers, Youth Arts aims to instill a love of language and reading, enhance performance skills, and bolster confidence and self-esteem in the classroom and beyond. Through the intersection of language arts and theater, Youth Arts empowers Bay Area students to read, adapt, and perform classical and contemporary texts relevant to their lives. Students work closely with professional teaching artists to



bring stories from the page to the stage using the Word for Word signature performance style, while gaining literacy, team-building, and social-emotional skills. From ELL students who benefit from hands-on learning experiences to high-level English speakers who crave opportunities to analyze texts in new ways, Youth Arts instills a love of reading, providing a fun, curriculum-based entry point for students to access language, and bolsters confidence in the classroom and beyond.

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