

Board Office Use: Legislative File Info.	
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Enactment Date	8/8/18 lf



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

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

Subject Memorandum of Understanding - Circus of Smiles (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 Circus of Smiles. Services to be primarily provided to Community Schools and Student Services Department for the period of August 30, 2017 through August 30, 2020.

Background
A one paragraph explanation of why the consultant's services are needed. Circus of Smiles offers affordable after-school performing arts education enrichment classes focusing on creating a safe and nurturing space for students to explore, create, and develop new skills.

Discussion
One paragraph summary of the scope of work. Approval by the Board of Education of a Memorandum of Understanding between District and Circus of Smiles, Oakland, CA, for the latter to provide arts based after-school programming such as acrobatics, circus, puppetry and preschool theatre for Chabot Elementary School, Glenview Elementary School, Montclair Elementary School, and Redwood Heights Elementary School, for the period of August 30, 2017 through August 30, 2020, at no cost to the District.

Recommendation Approval by the Board of Education of a Memorandum of Understanding between the District and Circus of Smiles. Services to be primarily provided to the Community Schools and Student Services Department for the period of August 30, 2017 through August 30, 2020.

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

Attachments

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



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 18-1653

Department: 922/Community Schools and Student Services Department

Vendor Name: Circus of Smiles

Contract Term: Start Date: 08/30/2017 End Date: 08/30/2020

Annual Cost: \$ 0

Approved by: Andrea Bustamante

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

School-sites selected partner for In-Kind agreement.

Summarize the services this Vendor will be providing.

Arts based afterschool enrichment programming.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

No fee for services; In-Kind partnership.

2) Please check the competitive bid exception relied upon:

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

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

I. Parties

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

WHEREAS, the CONTRACTOR’s services or program described in this MOU will be provided at no cost to OUSD, the students, or the parents; and

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

II. Program Name(s)

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

Circus of Smiles

III. CONTRACTOR Responsibilities/Scope of Services

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

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

Arts based afterschool enrichment programming.

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

Trained arts educators who teach classes relevant to their skills and experience.

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: Inspire a love of physical fitness and a space to creatively share ideas
-
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- B. Ensure that all CONTRACTOR personnel, including subcontractors, will comply with any policy and systems in place at OUSD and School(s). This includes, but is not limited to the following:

1. **Drug and Smoke Free**—No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs at these School(s).

2. **Anti-Discrimination**—It is the policy of OUSD that in connection with CONTRACTOR’s services under this MOU there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, age, or other legally protected class. Therefore, the CONTRACTOR agrees to comply with all applicable Federal and California laws.
 3. **Conflict of Interest**—CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alert OUSD in writing if and when a potential conflict arises.
 4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe all District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records.
- C. **Tuberculosis Screening:** CONTRACTOR is required to screen employees and agents who will be present at OUSD sites during the current school year. CONTRACTOR affirms that each person has current proof of negative TB testing on file and TB results are monitored. Please see **Section IV** for the relevant documentation that is required.
- D. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR’s services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: “CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the MOU, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this MOU. Please see **Section IV** for the relevant documentation that is required.

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

E. Insurance

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

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

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

- G. **Confidentiality**—CONTRACTOR shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of OUSD. CONTRACTOR will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so long as there is no information from which the identity of any student in the CONTRACTOR’s program as a participant could be made.
- H. **Register With/Update Community Partner Platform**—Contractor shall register in OUSD's Community Partner Platform database and perform annual updates *by August 31 of each year*, to maintain full and complete up-to-date information.

IV. Required Documents

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

A. TB and Fingerprinting Clearance:

Contractor (Individual):

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

Contractor (Agency):

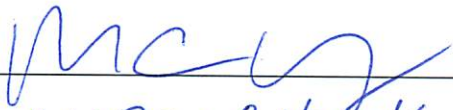
- Attach clearance letter from Agency/Community-Based Organization/Non-Profit Organization on agency letterhead verifying all personnel, including subcontractors, have been Fingerprinted/Criminal Background Checked and have TB clearance for this current fiscal year and signed by authorized personnel.


B. Insurance:

Contractor (Individual/Agency):

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

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


By:  Dated: 9/6/2017 (MM/DD/YYYY)
MARTIN C YOUNG, PARTNERSHIPS (Print Name & Title)
COMMUNITY SCHOOLS (Sponsoring OUSD Department)

By:  Dated: 08/29/2017 (MM/DD/YYYY)
Paula Parks; Co-Founder (Print Name & Title)
Circus of Smiles (CONTRACTOR—Org. Name)


Approved as to form and procedure

By: _____ Dated: _____ (MM/DD/YYYY)

Attorney, Office of the General Counsel
Oakland Unified School District



Aimee Eng
President, Board of Education

8/9/18
Date


Kyla Johnson-Trammell
Secretary, Board of Education

8/9/18
Date

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

By:  7/13/13
Michael L. Smith, Attorney at Law
(2609 7/13/13)

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

Circus of Smiles

inspiring smiles one red nose at a time

Re: Circus of Smiles Scope of Work & Statement of Qualifications

Scope of Work

Circus of Smiles offers affordable school based enrichment classes in the bay area. Our classes are about creativity and determination, and our teaching artists take great pride in creating an environment that is both collaborative and non-competitive. We have a variety of class offerings that can be tailored to your school's needs. A portion of the funds from each student's tuition goes towards supporting our outreach efforts for youth in Oakland and abroad.

One superintendent put it best when she said: "I have witnessed Circus of Smiles work wonders with supporting multiple students (my own child included) to overcome stage fright, find their voice, and express their creativity. My son is naturally shy... and the class has helped him to feel confident and has brought out his sense of humor. Because of Circus of Smiles, my son is not only able to get up in front of groups of people and talk, he can now get up in front of people, feel pride, and show his great sense of humor." Sara Stone

Statement of Qualifications

Our team of [teaching artists](#) have experience working in schools and focus on creating a safe and nurturing space for students to explore, create, and develop new skills. All teaching artists have cleared a background check.

Classes

Acrobatics: Turn a case of the wiggles into some serious skills! In Acrobatics class, learn how to amaze your audience with cartwheels, forward and backward rolls, handstands, and more. Key stretching and strengthening exercises will also be taught, giving students a foundation in safety for all their active play. Each class consists of a warm-up, skill review, new skill instruction, cool down, and LOTS of fun! Why stand on your feet when you can stand on your hands?

Circus: You don't have to run away to join this circus. Come try your hand at juggling, experience tumbling, and master the art of comedy in a supportive and fun environment. Circus teaches us not only performance skills but also life skills. We learn that teamwork, courage, and perseverance are just as important as balance, coordination, and strength. Join us to do things you never thought possible and build your own props to keep the fun going at home.

Circus of Smiles

inspiring smiles one red nose at a time

How to be a Ninja: Everyone wants to be a ninja, and this is a class that will teach you how. Adapted martial arts techniques from around the world help kids gain body awareness, self-control, and self-confidence. Class will include physical games designed to teach the ancient secrets of stealth and surprise, as well as partner games that enhance our reflexes and non-verbal communication skills. Students will sharpen their senses, strengthen their bodies, and learn skills they've only imagined. Specially designed for those with an inner ninja waiting to sneak out.

Puppetry: Come on a journey with us to learn about traditions of storytelling and puppetry from around the world. This class offers students an exciting mix of the visual and performing arts through the magic of puppetry. Students will explore the world around them, using expression, movement, and maybe a little paper and glue to bring ordinary objects to life. Your junior puppeteer will design and build custom puppets and scenery to tell their stories on the stage. They will finish with a flourish by inviting you to watch them perform in their own Master Puppet Theater!

Preschool Theatre: Come sail the seven seas, climb a mountain of cheese, and ride a camel with the 3 little pigs- all in an hour! Circus of Smile's storytelling class encourages students' creativity and curiosity as they explore stories from traditional folklore as well as their own imaginations. This class is the ultimate place to move creatively, tell tall tales, and bring characters to life. We will experiment with different types of storytelling, using speech, music and movement. We'll also dip into traditional forms of storytelling like puppetry, mask-making, and theatre. At the end of the session, students will present the result of their explorations to an audience of family and friends.

Upcycled Circus: Plan, measure, cut, test, and redesign with recycled materials and build circus props to take home with you. Our instructors will lead students through building projects like poi and juggling balls and teach them tricks to practice and perform at home. Projects are ideal for 3-5 graders and middle school/teen groups. Come to the Upcycled Circus to flex your maker skills and your creativity muscle!



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/15/2017

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

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

PRODUCER Cook, Disharoon & Greathouse, Inc. 1942 Embarcadero Oakland CA 94606		CONTACT NAME: Julia Alexander PHONE (A/C No. Ext): (510) 437-1900 FAX (A/C No.): (510) 437-1979 E-MAIL ADDRESS: certificates@cdginsurance.com	
INSURED Circus of Smiles LLC 2435 Palmetto St #4 Oakland CA 94602		INSURER(S) AFFORDING COVERAGE INSURER A: Burlington Insurance Company NAIC # 23620 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1731505390 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	840B000701	3/18/2017	3/18/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER martin.young@ousd.org. Oakland Unified School District Attn: Risk Management 1000 Broadway Suite 440 Oakland, CA 94607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Julia Alexander/NRH <i>Julia F. Alexander</i>
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COMMENTS/REMARKS

Oakland Unified School District, Tuller Corporation, California State PTA, all units, councils, and districts of the California State PTA and all of their officers, directors, and volunteers are included as Additional Insured on General Liability per endorsement form #CG2010 0413, provided it is required in a written contract between the Named Insured and Additional Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
BLANKET AS REQUIRED BY WRITTEN CONTRACT WITH INSURED	AS PR CONTRACT AGREEMENT WITH INSURED
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

SAM Search Results
List of records matching your search for :

Search Term : circles* of smiles*
Record Status: Active

No Search Results