gislative File Info.
17-0967
6/14/17
17-0719
6/44/12



Memo

То	Board of Education				
From	Devin Dillon, Ph.D., Interim Superintendent				
Board Meeting Date	June 14, 2017				
Subject	Memorandum of Agreement - Prescott Circus Theatre - (contractor) - Community Partnerships Unit - 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, Oakland, CA, to be primarily provided for selected school sites for the period of June 12, 2017 through July 21, 2017.				
Background A one paragraph explanation of why the consultant's services are needed.	Prescott Circus Theatre works with professional artists and youth workers highly experienced in the field of artistry and education. Consultant has worked several years providing services for OUSD After School Programs. They will provide free after school, weekend, and summer youth development and performing arts education programs for low income Oakland public school students ages 8-16. Youth perform at over 50 events each year.				
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, for the latter to provide free after school, weekend, and summer youth development and performing arts education programs for low income Oakland public school students ages 8-16, via the Community Schools and Student Services Department, for the period of June 12, 2017 through July 21, 2017, at no cost to the District.				
Recommendation	Approval of a Memorandum of Agreement between the Oakland Unified School District and Prescott Circus Theatre, Oakland, CA, to be primarily provided for selected school sites for the period of June 12, 2017 through July 21, 2017.				
Fiscal Impact	Funding resource name (please spell out): No Fiscal Impact				
Attachments	Memorandum of Agreement Certificate of Insurance 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					
Department:					
Vendor Name: Prescott Circus Theatre					
Contract Term: Start Date: End Date: End Date:					
Annual Cost: \$					
Approved by: Andrea Bustamante					
Is Vendor a local Oakland business? Yes 🗹 No 🦳					
Why was this Vendor selected?					
School site(s) selected partner for In-Kind agreement.					
Summarize the services this Vendor will be providing.					
Free youth development and performing arts education programs for low income students.					
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 co	mpetitive bid	exception	relied upon:
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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 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 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 agreement are the following:

PLACE @ Prescott: 920 Campbell Street, Oakland, CA 94607					
PRESCOTT CIRCUS THEATRE					

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.

Free after school, weekend, and summer youth development and performing arts education programs for

low income Oakland public school students ages 8 - 16pm. Youth perform at over 50 events each year.

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

Professional artists and youth workers have been with PCT for minimum 5 years. Highly experiences in

field of artistry and education. They have served in Oakland based after school programs under Prescott

Circus oversight for sever years, demonstrating care, experience, and professionalism,

- 3. Please check <u>all</u> 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
- **Z** 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. **TB and Fingerprinting Clearance**—Ensure that all CONTRACTOR personnel, including subcontractors, who will be on OUSD premises have been: (a) fingerprinted; (b) submitted to DOJ and FBI criminal background check via Live Scan or a similar service as required by the Education Code, and (c) taken a tuberculosis test during the current fiscal year. Please see Section IV for the relevant documentation that is required.

D. Insurance

- <u>General Liability:</u> 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. <u>Workers' Compensation:</u> 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.

The requirements under Section D, 2. will not apply if CONTRACTOR checks or marks this box and by doing so confirms and represents that it does not employ anyone in the manner subject to the workers' compensation laws of California.

- 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.
- G. 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. <u>TB and Fingerprinting Clearance:</u>

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.

VI. Duration

This MOU is for the <u>6/12/17</u> -- <u>7/21/17</u> period. [Insert mm/dd/year] [Insert mm/dd/year]

VII. Termination

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

VIII. Defense/Indemnity/Hold Harmless

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

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

ву: <u></u>	Ellernum Barg Dated	: 04 /19 /2017-	(MM/DD/YYYY)
/	ENOMWOYI BOOKER - Principa Enomumi Booker PLACE @ Pre	scott	Title) JSD Department)
By:		4/13/2017	(MM/DD/YYYY)
	DAVID HUNT, EXECUTIVE DIRECTOR	(Print Name &	Title)
Jan Appro	PRESCOTTOIRCUS THEATRE 615/17 Tes Harris sident, Board of Education ved as to form and procedure	Jevin Dillon, Ph Interim Secretary, R	
By:	11 the Dated	5/9/17	_(MM/DD/YYYY)

Michael L. Smith, Deputy General Counsel Oakland Unified School District



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

ΓÌ	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS						24/2017			
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	1000 Broadway Suite 44 Oakland, CA 94607	ŧU		ŀ	AUTHOR	RIZED REPRESE			_	
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The ACORD name and logo are registered marks of ACORD





Prescott Circus Theatre 800 Pine St. #10 Oakland, CA 94607 510-967-0355 www.prescottcircus.org

April 20, 2017

Oakland Unified School District 1025 Second Ave. Oakland, CA 94607

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,

H.A

David Hunt, Executive Director Prescott Circus Theatre dhunt@prescottcircus.org 510-967-0355



Prescott Circus Theatre 800 Pine St. #10, 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: 800 Pine St. #10, Oakland, CA 94607 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 33nd 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 projectbased 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 2015-2016 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 2017 LEAD STAFF

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

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.

Oriana Doria Quesada: Resident Artist with Prescott Circus since 2016. Professional acrobat and coach who has directed programs and coached for the San Francisco Circus Center, Cirque LA, and Circus Smirkus, one of the most reputable youth circus programs in the nation.

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, Lafayette, KDA/Esperanza, Higher Ground 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. 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. 5/1/2017

Schools Alar at PLACE Operation OUSD Community Partner Platform

Manzanita SEED Elementary (1 customized attribute)	Show Details
Fred T. Korematsu Discovery Academy (1 customized attribute)	Show Details
Lafayette Elementary (1 customized attribute)	Show Details
Laurel Elementary	Show Details
Manzanita Community School (1 customized attribute)	Show Details
Parker Elementary (1 customized attribute)	Show Details
Piedmont Avenue Elementary (1 customized attribute)	Show Details
Esperanza Elementary (1 customized attribute)	Show Details
Westlake Middle School (1 customized attribute)	

SAM Search Results List of records matching your search for :

Search Term : prescott* circus* theatre* Record Status: Active

No Search Results