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Enactment Number	18-1662
Enactment Date	10/24/18 os



Memo

To

Board of Education

From

Kyla Johnson-Trammell, Superintendent

Andrea Bustamante, Executive Director, Community Schools and Student Services Dept.

Ali Metzler, Coordinator, Community School Leadership

Board Meeting Date

October 24, 2018

Subject

Memorandum of Understanding

1, 2021, at no cost to the District.

Contractor: Kids 'N Dance 'N Theater Arts

Services For: Community Partnerships, Community Schools and Student Services Dept.

Action Requested and Recommendation

Approval by the Board of Education of the Memorandum of Understanding between the District and Kids 'N Dance 'N Theater Arts, Oakland, CA, for the latter to provide Dramatic Dance where each weekly class introduces dance steps and techniques while using creative imagery and dramatic stories; and Musical Theater where cast members learn to develop character, vocal technique, presentation and dance skills in polished mini-productions of musicals that are fun, challenging and engaging, program serves Crocker Highlands, Kaiser, Hillcrest and Montclair Elementary Schools for the period of August 1, 2018 through August

Background

(Why do we need these services? Why have you selected this vendor?) Afterschool enrichment options are needed at our Non Title I Schools. Kids 'N Dance 'N Theater Arts vision is, first and foremost, to inspire students. The instructors, curriculum and approach to teaching aim to create experiences that capture creativity and allow it to blossom. The program is equally committed to building self-esteem and to methods that enhance self-expression through dance, musical theater, and circus arts.

Competitively Bid

Was this contract competitively bid? No

If no, exception: No fees to OUSD for services; Principals authorized parent fees.

Fiscal Impact

Funding resource(s): No Fiscal Impact

Attachments

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

MEMORANDUM OF UNDERSTANDING, NO COST TO OAKLAND UNIFIED SCHOOL DISTRICT

I. Parties

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between
Dakland Unified School District ("OUSD") and Kids 'N Dance 'N Theater Arts
CONTRACTOR—name of your organization].

WHEREAS, the CONTRACTOR's services or program described in this MOU will be provided at no cost to OUSD (or students or parents unless otherwise agreed upon by both parties); and

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

II. Site Name(s)

Unless otherwise further agreed to in writing by the parties, the School Sites governed by this MOU at the following (attach separate document if more space is needed):	re
Crocker Highland, Kaiser, Hillcrest, Montclair	

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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 detailed description of the type of services your program(s) will provide to OUSD (reference Exhibit A: Scope of Work)
 - 2. A description of your organization and relevant experience (reference Exhibit B: Statement of Qualifications)
 - 3. Please disclose all costs to parents or students (if applicable). If no such costs, leave blank or write "N/A."

Musical Theater or Dance classes. 1. Dance class would be an hour class for \$14.00 a class times the	
number of classes. Musical Theater is between \$250.00-390.00 depending on how many weeks.	
Musical Theater will end with a dress rehearsal and show onstage with scenery, costumes, microphones,	
and props.	

1

- 4. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)
 ✓ Ensure a high quality instructional core
 ✓ Develop social, emotional and physical health
 ✓ Create equitable opportunities for learning
 ✓ High quality and effective instruction
 - Prepare students for success in college and careers
 - ☑ Safe, healthy and supportive schools
 - Accountable for quality
 - ☐ Full service community schools district
- 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).
 - 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. A separate Data Sharing Agreement is required if CONTRACTOR seeks identifiable student information.
- 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. 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 MOU 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—CONTRACTOR agrees to 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, CONTRACTOR shall 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 Provider Database—In order to maintain accurate up-to-date information on the services provided, Contractor shall register in OUSD's provider database, update schools of operation prior to commencing services during subsequent school years, and update during the current school year when Contractor's schools of operation change.

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

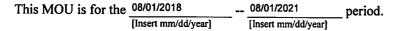
Contractor (Individual/Agency):

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

- 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, which may include janitorial services, maintenance, utilities, and technology support.

VI. Duration



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

DISTRICT

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:	Marion McWilliams	Contact:	Kris Mueller	
Title:	General Counsel	Title:	Owner	
	Office of the General Counsel	A ddragg	3840 MacArthur blvd.	
	1000 Broadway, Suite 680	Addiess.		
	Oakland CA 94607		Oakland Ca 94619	

Phone: 510-879-8535 Phone: 510-703-6353

Fax: 510-879-4046 E-mail: kris@kidsndance.com

Email: marion.mcwilliams@ousd.org

OUSD Sponsoring School/Department: Crocker Highland, Kaiser, Hillcrest, Montclair

XI. Liability

Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.

XII. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation

Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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 copy rights and patents. Contractor shall not publish any aspect of the work performed hereunder without prior written consent of the District.

XIX. Relationship of Parties

This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

XX. Signature Authority

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

XXI. Incorporation of Recitals and Exhibits

The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.

XXII. Public Document

This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

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

OAKLAND UNIFIED SCHOOL	OL DISTRICT	CONTRACTOR			
Aime Eng	10/25/18	Digitally signed by Kris K Mueller DN: cn=Kris K Mueller, o, ou, email=Kris⊕kid sndance.com, c=US Date: 2018.08.15 15:28:25 -07'00'	08/15/18		
X President, Board of Education	Date (mm/dd/year)	Contractor Signature	Date (mm/dd/year		
Superintendent					
Chief or Deputy Chief					
Strone	10/25/18	Kris Mueller Print Name, Title			
Secretary, Board of Education	Date (mm/dd/year)				
Form approved by OUSD General C FY	Counsel for 2017-18				

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

Michael L. Smith, Attorney at Law

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

EXHIBIT "A" SCOPE OF WORK

Description of Services to be Provided and Specific Expected Outcomes: Highlight each program that you provide to OUSD. Attach a separate document if more space is needed.

- 1. Dramatic Dance for Boys & Girls
 Weekly dance adventures. Each weekly class introduces dance steps and techniques
 while using creative imagery and dramatic stories. Dancers will learn the basic dance
 positions and jumps. Each class consists of warm-ups, locomotor movement, and theme
 dances. Every class combines many types of dance and creative improvisation to form
 complete dances. Costumes and props are brought to every class. There will be a
 presentation the last day of class.
- 2. Musical Theater: Children of all abilities are proud to be a part of our polished mini-productions of musicals that are fun, challenging, and engaging. Cast members learn to develop character, vocal technique, presentation, and dance skills. The plays lasting about an hour with about 6-8 songs. Participants are expected to independently study their lines, songs, and blocking (as scheduled) and to attend all rehearsals. In addition, parents support the quality of our productions by volunteering a 2-4 hours of time around the show time helping with scene changes, costume changes, and stage set up. Costumes are supplied. Please have child prepare a song for the first day of class.

EXHIBIT "B" STATEMENT OF QUALIFICATIONS

Description of Organization and Relevant Experience: For individual consultants, a résumé will suffice. Attach a separate document if more space is needed.

Kids 'N Dance was established in Lafayette in 1996, expanded to Kids 'N Dance 'N Theater Arts four years later, and then with the opening of our large facility in Oakland evolved to become a part of On Stage – a broader name to encompass the breadth of the programming we bring to the greater Bay Area.

Kris Mueller's vision is, first and foremost, to inspire students. Our instructors, curriculum and approach to teaching aim to create experiences that capture creativity and allows it to blossom. We are as equally committed to building self-esteem as we are to methods to enhance self-expression through dance, musical theater, and circus arts.

We are a performing arts center that grows with your child. Our youngest students have their imaginations nurtured and are guided to trust their abilities to express themselves with new skills. They grow into more formal instruction that is non-competitive yet well structured and is appropriately rigorous. Our high-caliber theater shows are a testament to the value of our progressive approach to performing arts.

Join us and discover the power of inspiration and the joy of creating



CERTIFICATE OF LIABILITY INSURANCE

07/30/2018

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).

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Fernando Valenzuela, Agent Lic#0759747		NAME: Heather Swing				
State Farm Insurance		(AIC, No. Ext. (510)533-9/12 (AIC, No.): (510)533-9785				
StateFarm 1236 30th Ave		ADDRESS: Heather.swing.izav@statefarm.com				
Oakland, CA 94601	INS	NAIC#				
		INSURER A : State Far	m General Ins	surance Company	25151	
KIISU K WUEIIEI		INSURER B:				
DBA Kids 'N Dance 'N Theate	er Arts	INSURER C:				
3840 Mac Arthur Blvd		INSURER D:				
Oakland, Ca 94619		INSURER E :				
COVERAGES CERTIFIC	ATE NUMBER:	INSURER F :				
THIS IS TO CERTIFY THAT THE POLICIES OF IN		VE DEEN ISSUED TO		REVISION NUMBER:	E DOLLOW DESIGN	
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ANY PROPRIETOR/PARTNER/EXECUTIVE				EL EACH ACCIDENT S		
OFFICE/MEMBER EXCLUDED? N/A				E.L. DISEASE - EA EMPLOYEE S		
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT S		
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, N more space is required) Locations: 3840 MACARTHUR BLVD, OAKLAND CA 94619						
3369 MT DIABLO BLVD, LAFAYETTE	CA 94549					
OAKLAND UNIFIED SCHOOL DISTRICT IS LISTE	ED AS ADDITIONAL INSURED	PER ATTACHED E	NDORSEME	ENT.		
CERTIFICATE HOLDER		CANCELLATION				
OAKLAND UNIFIED SCHOOL DISTRICT		SHOULD ANY OF	THE ABOVE D	ESCRIBED POLICIES BE CA	NCELLED BEFORE	
ATTENTION: RISK MANAGEMENT	ACCORDANCE WI	TH THE POLIC	EREOF, NOTICE WILL BE Y PROVISIONS.	DELIVERED IN		
1000 BROADWAY SUITE 440	The state of the s					
OAKLAND CA 94607	AUTHORIZED REPRESE	NTATIVE	0 -			
CARLAID CA 34001		dill	athell	2 Swing		

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StateFarm

SECTION II ADDITIONAL INSURED ENDORSEMENT

Policy No.: 97-BP-S988-3

Named Insured: KRISTI K. MUELLER DBA KIDS'N DANCE'N THEATER ARTS

Additional Insured (Include address):

OAKLAND UNIFIED SCHOOL DISTRICT ATTENTION: RISK MANAGEMENT 1000 BROADWAY SUITE 440 OAKLAND CA 94607

WHO IS AN INSURED, under SECTION II DESIGNATION OF INSURED, is amended to include as an insured the Additional Insured shown above, but only to the extent that liability is imposed on that Additional Insured solely because of your work performed for that Additional Insured shown above.

Any insurance provided to the Additional Insured shall only apply with respect to a claim made or a suit brought for damages for which you are provided coverage.

The Primary Insurance coverage below applies only when there is an "X" in the box.

Primary Insurance. The Insurance provided to the Additional Insured shown above shall be primary Insurance. Any insurance carried by the Additional Insured shall be noncontributory with respect to Coverage provided to you.

All other policy provisions apply.

SAM Search Results List of records matching your search for:

Search Term: kids* n dance* n theater* arts*
Record Status: Active

No Search Results		