

Board Office Use: Legislative File Info.	
File ID Number	12-1169
Introduction Date	5-23-12
Enactment Number	12-1351
Enactment Date	5-23-12 42



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Transforming Lives.

Memo

To Board of Education
Tony Smith, Ph.D., Superintendent

From By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date 5-23-12
(To be completed by Procurement)

Subject Professional Services Contract Amendment - 1
Museum of Children's Art Oakland CA (Contractor, City/State) -
Rise Community School (site/department)

Action Requested Ratification by the Governing Board of the amendment to the professional services contract between the District and Museum of Children's Art. Services to be primarily provided to Rise Community School for the period of 12/01/2011 through 06/30/2012, in an amount not to exceed \$ 5,000.00.

Background
A one paragraph explanation of why an amendment is needed.

The MOCHA arts program has been an integral part of the arts integration program at RISE for over 5 years. They have provided support for students to express their learning through producing, speaking and writing about art. We are adding a mural project for the RISE new building project to the scope of work. The mural will hang in the new multi-purpose room.

Discussion
One paragraph summary of the amended scope of work.

Amendment #1 of a contract for services between OUSD and Museum of Children's Art (Oakland, Ca.) for the latter to provide 50 sessions for Rise students to create a school community mural. Mocha teaching artists will provide design oversight and coordination and will meet and plan with teachers (10 hours for meeting/planning time) through the period 12/01/2011 through 6/30/2012 increasing the Not to Exceed Amount from \$13,130.00 to \$18,130.00. All other terms remain in full force and effect.

Recommendation Ratification by the Governing Board of the amendment to the professional services contract between the District and Museum of Children's Art. Services to be primarily provided to Rise Community School for the period of 12/01/2011 through 06/30/2012, in an amount not to exceed \$ 5,000.00.

Fiscal Impact Funding resource name (please spell out) Arts & Music Grant
not to exceed \$ 5,000.00

Attachments

- Contract Amendment
- Copy of original contract

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OAKLAND UNIFIED SCHOOL DISTRICT

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Museum of Children's Art (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on December 1, 2011, and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work is unchanged. The scope of work has changed.
If the scope of work has changed: Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
 Revised scope of work attached. **OR,** The CONTRACTOR agrees to provide the following amended services:
Mocha will provide 50 sessions for Rise students to create a school community mural. Mocha teaching artists will provide design oversight and coordination and will meet and plan with teachers (10 hours for meeting/planning time).

2. **Terms (duration):** The term of the contract is unchanged. The term of the contract has changed.
If the term has changed: The contract term is extended by an additional 2/10/2 (days/weeks/months), and the amended expiration date is 06/30/2012.

3. **Compensation:** The contract price is unchanged. The contract price has changed.
If the compensation has changed: The contract price is amended by
 Increase of \$ 5,000.00 to original contract amount
 Decrease of \$ _____ to original contract amount
and the new contract total is Eighteen thousand one hundred thirty dollars (\$ 18,130.00)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

- President, Board of Education
 Superintendent or Designee

Date

Contractor Signature

Date

Roxanne Padyett
Print Name, Title

4/24/2012

Ed. manager

Certified:

Date

Edgar Rakestraw, Jr., Secretary
Board of Education

5/24/12

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Amendment #1 of a contract for services between OUSD and Museum of Children's Art (Oakland, Ca.) for the latter to provide 50 sessions for Rise students to create a school community mural. Mocha teaching artists will provide design oversight and coordination and will meet and plan with teachers (10 hours for meeting/planning time) through the period 12/01/2011 through 6/30/2012 increasing the Not to Exceed Amount from \$13,130.00 to \$18,130.00. All other terms remain in full force and effect.

SCOPE OF WORK

Museum of Children's Art will provide a maximum of 50.00 hours of services at a rate of \$100.00 per hour for a total not to exceed \$5,000.00. Services are anticipated to begin on 12/01/2011 and end on 06/30/2012.

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what this Contractor will do.

Mocha will provide 50 sessions for Rise students to create a school community mural. Mocha teaching artists will provide design oversight and coordination and will meet and plan with teachers (10 hours for meeting/planning time).

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

All of Rise's 316 students will:
1. Develop art skills in accordance with state standards.
2. Deepen their connection to the school community.
3. Gain skills in self-expression and collaboration.

3. 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 district

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

Action Item included in Board Approved SPSA (no additional documentation required) – Action Item Number: _____

Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

PROFESSIONAL SERVICES CONTRACT AMENDMENT ROUTING FORM 2011-2012

Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order amount has been increased by Procurement.

1. Contractor and OUSD contract originator reach agreement on modification to original contract.
2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
3. If contract total amount has increased, the scope of work has changed. OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**
4. OUSD contract originator submits amendment packet to Procurement for approval within two weeks of creating the requisition.

When the contract amendment is approved Procurement will add additional funds to the original Purchase Order.

Attachment Checklist

- Contract amendment packet including Board Memo and Amendment Form
 Amended Scope of work (be specific as to what is changing)
 Copy of original contract

OUSD Staff Contact Emails about this contract should be sent to: connie.tillman@ousd.k12.ca.us

Contractor Information

Contractor Name	Museum of Children's Art	Agency's Contact	Masako Kalbach			
OUSD Vendor ID #	1003602	Title	Director of Finance and Operations			
Street Address	538 9th street, Suite 210	City	Oakland	State	CA	Zip 94607
Telephone	(510) 465-8770	Email	masako@mocha.org			

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 13,130.00	Original PO Number	P1205433		
Amended Amount	\$ 5,000.00	New Requisition #	RO204056		
New Total Contract Amount	\$ 18,130.00	Start Date	12/01/2011	End Date	06/30/2012

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
0508	Arts & Music Grt	1921118161	5825	\$ 5,000.00
			5825	\$
			5825	\$

Approval and Routing (in order of approval steps)

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

1.	Site Administrator or Manager	Name	Connie Tillman	Phone		Fax	
	Site / Department	Rise Community School					
	Signature				Date Approved	4-24-2012	
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs						
	Signature				Date Approved		
	Signature				Date Approved		
3.	Regional or Executive Officer						
	Signature				Date Approved	5/1/12	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations					<input type="checkbox"/> Consultant Aggregate Under \$50,000	
	Signature				Date Approved		
5.	Superintendent or Board of Education Signature on the legal contract						
Legal Required if not using standard contract		Approved		Denied - Reason		Date	
Procurement	Date Received			PO Number	P1205433		

1820

Board Office Use: Legislative File Info.	
File ID Number	
Introduction Date	
Enactment Number	12-0709 B
Enactment Date	2-8-12 B

OAKLAND UNIFIED SCHOOL DISTRICT
 1000 SHAW BLVD. 10TH FL. OAKLAND, CA 94612

Memo

To: The Board of Education
 From: Tony Smith, Ph.D., Superintendent
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by Procurement) 2-8-12

Subject: Professional Services Contract
Museum of Children's Art (Mocha) Oakland CA (contractor, City State)
RISE Community School (site/department)

Action Requested: Approval of a professional services contract between Oakland Unified School District and Museum of Children's Art (Mocha). Services to be primarily provided to RISE Community School for the period of 12/01/2011 through 06/30/2012.

Background: OUSD's Arts Learning Anchor Schools are committed to arts-integrated learning as an essential part of overall school curriculum, and MOCHA provides professional development, coaching and classroom modeling to support that integrated approach.
A one paragraph explanation of why the consultant's services are needed.

Discussion: Our program include professional development for classroom teachers in arts-integrated learning and inquiry and classroom artist residencies to model arts-integrated approaches to math and language arts curriculum.
One paragraph summary of the scope of work.

Recommendation: Approval of professional services contract between Oakland Unified School District and Museum of Children's Art (Mocha). Services to be primarily provided to RISE Community School for the period of 12/01/2011 through 06/30/2012.

Fiscal Impact: Funding resource name (please spell out) Measure G Art
not to exceed \$ 13,130.00

- Attachments:
- Professional Services Contract including scope of work
 - Fingerprint/Background Check Certification
 - Commercial General Liability Insurance Certification
 - TB screening documentation
 - Statement of qualifications

Board Office Use: Legislative File Info.	
File ID Number	
Introduction Date	
Enactment Number	12-0709
Enactment Date	2-5-12



OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2011-2012

This Agreement is entered into between the Oakland Unified School District (OUSD) and Museum of Children's Art (Mocha) (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** CONTRACTOR shall provide the services described in **Exhibit "A,"** attached hereto and incorporated herein by reference ("Services" or "Work").
- Terms:** CONTRACTOR shall commence work on 12/01/2011 or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/30/2012.

- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Thirteen thousand one hundred and thirty Dollars (\$ 13,130.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows _____

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:

- Individual consultants
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
- Agencies or organizations
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: _____ which shall not exceed a total cost of \$ _____.

CONTRACTOR Qualifications / Performance of Services.

CONTRACTOR Qualifications. CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care. CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below.

Professional Services Contract

OUSD Representative:

Name: Connie Tillman
Site /Dept: RISE Community School
Address: 8521 A Street
Oakland, CA 94621
Phone: (510) 729-7732

CONTRACTOR:

Name: Kristin Palm
Title: Program Director
Address: 538 9th Street, Suite 210
Oakland CA 94607
Phone: (510) 465-8770

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8 Invoicing

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and a statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

9 Status of Contractor: 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.

10 Insurance

- i. Commercial General Liability Insurance. Unless specifically waived by OUSD, the following insurance is required:
 1. If CONTRACTOR employs any person to perform work in connection with this Agreement, 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. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

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.
 - ii. CONTRACTOR shall maintain Commercial General Liability insurance including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
 - iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

11 Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD
13. **Anti-Discrimination** It is the policy of OUSD that in connection with all work performed under Contracts there 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 and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** 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 sites
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
 1. **Tuberculosis Screening**
 2. **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 Agreement, 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 contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial: _____

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

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

22. **Limitation of OUSD 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.
23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
24. **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 officer or employee of OUSD to perform any service by this Agreement.
 CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
 Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
28. **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.
29. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
30. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Summary of terms and compensation:

Anticipated start date: 12/01/2011 Work shall be completed by: 06/30/2012 Total Fee: \$ 13,130.00

OAKLAND UNIFIED SCHOOL DISTRICT

Way London
 President, Board of Education

Superintendent or Designee
Edgar Kaktanus, Jr.
 Secretary, Board of Education

2/9/12
 Date

2/9/12
 Date

CONTRACTOR

Kristin Palm
 Contractor Signature

Kristin Palm
 Print Name, Title

1/11/12
 Date

Program Director

Legislative File
 File ID Number: 12-0414
 Introduction: 2-8-12
 Enactment Number: 12-0709
 Enactment Date: 2-8-12 B

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select

Action Item included in Board Approved SPSA (no additional documentation required) – Action Item Number _____

Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

- 1 Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 - 2 Meeting announcement for meeting in which the SPSA modification was approved.
 - 3 Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 - 4 Sign-in sheet for meeting in which the SPSA modification was approved.
-

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Our program include professional development for classroom teachers in arts-integrated learning and inquiry and classroom artist residence : to model arts-integrated approaches to math and language arts curriculum.

SCOPE OF WORK

Museum of Children's Art (Mocha) will provide a maximum of 319.00 hours of services at a rate of \$41.16 per hour for a total not to exceed \$13,130.00 Services are anticipated to begin on 12/01/2011 and end on 06/30/2012.

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what this Contractor will do.

Mocha will provide at least 10 art lessons in each of 15 classrooms, for the purpose of delivering arts-based learning to students and modeling art lessons for classroom teachers. Mocha will also coach and mentor classroom teachers in best practices for arts education program delivery.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s) 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will) and measurable outcomes (Participants will be able to). NOT THE GOALS OF THE SITE OR DEPARTMENT.

All RISE students will: enhance academic skills through arts learning; Develop their critical and creative thinking; Learn to communicate and express themselves constructively and effectively; Build confidence, self-esteem and willingness to take risks. Teachers will learn how to teach and integrate art in ways that achieve the above outcomes. As well, teachers will develop effective strategies for teaching art to children with a range of learning styles, and learn to effectively talk to students about art.

3. 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 district



museum of children's art

MOCHA: Statement of Qualifications

The mission of the Museum of Children's Art (MOCHA) is *to ensure that the arts are a fundamental part of the lives of all children*. A nonprofit agency founded in Oakland, California in 1988, MOCHA serves children ages 18 months to 18 years and encourages hands-on learning in the arts; advocates for the arts as an essential part of childhood education; and promotes the arts as a critical tool in helping children of all backgrounds develop as healthy, resourceful, and involved citizens. MOCHA also engages parents and teachers in approaches and strategies for involving children in the arts in ways that are educational and enjoyable.

MOCHA has five program focus areas: *Artists in the Schools*, in which MOCHA's highly trained Teaching Artists bring innovative arts-learning experiences to classrooms and afterschool programs; *Early Childhood Programs*, in which our Little Artists onsite and outreach programs support young children's cognitive, physical, social and emotional growth, building a strong foundation for successful school transition; *Community Programs*, which engaged 10,000 youth in interactive art-making activities at public libraries, in public housing, and at Dia de los Muertos, Art & Soul, International Children and Youth Day, and other community festivals and events throughout Oakland and the East Bay; *Professional Development Programs*, in which MOCHA Teaching Artists provide workshops, coaching and mentoring to help teachers integrate art into core subject areas; and *Museum Programs* at MOCHA's downtown Oakland gallery and studios, which reached nearly 9,000 students through daily drop-in art programs and monthly Family Extravaganzas, school field trips, holiday and summer art camps, and the Little Studio, a specially designed space for children ages 18 months to 5 years. MOCHA is also the only Bay Area museum exclusively exhibiting artwork by and for children.

MOCHA emphasizes outreach to children from low-income families and in communities that do not typically have wide access to the arts. Of the more than 35,000 children who participated in our programs last year, over half came from low-income families and over 60% participated in programs free of charge. Eighty percent of our artist residencies take place in schools with predominantly low-income populations, and the majority of our community programs are held in underserved communities.

MOCHA's work straddles the fields of arts education, youth development and school reform, and our program delivery is based upon the research and best practices of all three. MOCHA has been recognized both locally and nationally for our program excellence, and has established a reputation for quality, sustainability and dedication. In 2003, MOCHA was awarded the national Coming Up Taller Award from the President's Committee on the Arts and the Humanities. That same year, The Oakland Chamber of Commerce honored MOCHA as Oakland's Outstanding Arts Organization.

538 Ninth Street, Suite 210 Oakland, CA 94607
510.465.8770 (v) / 510.465.0772 (f)
www.mocha.org

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)
9/1/11

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 require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

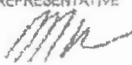
PRODUCER Heffernan Insurance Brokers 101 Second Street, Suite 120 Petaluma, CA 94952 CA License #0564249		CONTACT NAME: PHONE (A/C, No, Ext): 707-781-3400 FAX (A/C, No): 707-781-0800 EMAIL ADDRESS:	
INSURED Museum of Children's Art 538 Ninth St., Suite 210 Oakland, CA 94607		INSURERS AFFORDING COVERAGE	
		INSURER A: Market Insurance Company	NAIC # 38970
		INSURER B: Everest National Insurance	16126
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE PERIODS 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			9502SS3163853	09/01/11	09/01/12	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTALS	\$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						INSURANCE (Per occurrence)	\$ 5,000
							PER PERSON	\$1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							GENERAL AGGREGATE	\$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	\$
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE							BODILY INJURY (Per person)	\$
DEQ RETENTION \$							BODILY INJURY (Per occurrence)	\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.) If yes, describe under DESCRIPTION OF OPERATIONS below							PROFIT LOSS (Per person)	\$
B			N/A	6600000593111	09/01/11	09/01/12	EACH OCCURRENCE	\$
							AGGREGATE	\$
							EL. EACH OCCURRENCE	\$1,000,000
							EL. OCCUR PER EMPLOYEE	\$1,000,000
							EL. OCCUR PER POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project: As on file with the insured. Oakland Unified School District is named as additional insured with respect to the general liability per the policy # 007926 11 85. Limits of Liability are at policy inception.

CERTIFICATE HOLDER Oakland Unified School District Office of the Superintendent 1025 Second Avenue Oakland, CA 94606	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED TO THE CERTIFICATE HOLDER IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
2. Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
4. OUSD contract originator creates the requisition.
5. Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year <input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years <input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant) <input checked="" type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured <input checked="" type="checkbox"/> For All Consultants with employees: Proof of workers compensation insurance
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OUSD Staff Contact: Emails about this contract should be sent to: _____

Contractor Information

Contractor Name	Museum of Children's Art (Mocha)	Agency's Contact	Masako Kalbach
OUSD Vendor ID #	1003602	Title	Director of Finance & Operations
Street Address	538 9th Street, Suite 210	City	Oakland
Telephone	(510) 465-8770	State	CA
		Zip	94607
		Email	Masako@mocha.org
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	12/01/2011	Date work will end	06/30/2012	Other Expenses	
Pay Rate Per Hour (required)	\$ 41.16	Number of Hours	319.00	Total Contract Amount	\$ 13,130.00

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
0089	Measure G Art	1921118199	5825	\$ 13,130.00
			5825	\$
			5825	\$
Requisition No. <u>R0202655</u>			Total Contract Amount	\$ 13,130.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epis.gov/epis/search.do>)

1.	Administrator / Manager (Originator)	Name	Connie Tillman	Phone	(510) 729-7732	
	Site / Department	RISE Community School			Fax	
	Signature	<i>Connie Tillman</i>			Date Approved	1-11-12
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs					
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature				Date Approved	
3.	Regional Executive Officer					
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations				<input type="checkbox"/> Consultant Aggregate Under \$50,000	
	Signature	<i>Maria Winters</i>			Date Approved	1-26-2012
	Superintendent, Board of Education Signature on the legal contract					
Legal Required if not using standard contract		Approved		Denied - Reason		
Procurement	Date Received			PO Number		

1571