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| Board Office Use: Legislative File Info. | |
| File ID Number | 15-0046 |
| Introduction Date | 2-11-15 |
| Enactment Number | 15-0202 |
| Enactment Date | 2/11/15 29 |



Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by Procurement) 2/11/15

Subject Professional Services Contract - Hecheng Liu
- Lincoln Elementary School - Site 133 (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and Hecheng Liu. Services to be primarily provided to Lincoln Elementary School - Site 133 for the period of 09/01/2014 through 05/31/2015.

Background
A one paragraph explanation of why the consultant's services are needed. Lincoln School has a viable Asian Orchestra on site as part of its music program. Mr. Liu is a teacher trained both in the instruction of Chinese and Asian classical music as well as in the history of Asian music and song. Mr. Liu will provide instruction in both the use of Chinese instruments as well as the history of Chinese classical music and music from other Asian cultures.

Discussion
One paragraph summary of the scope of work. Ratification by the Board of Education of a Professional Services Contract between the District and Hecheng Liu, Oakland, CA, for the latter to provide small group instruction to students in the area of pitch, rhythm, tunes, music sight reading and proper fingering, music theory and concepts, and orchestral performance; consultant will also provide instruction on the history of Chinese and Asian music using music and song to increase their literacy in History and Language Arts for the period of September 1, 2014 through May 31, 2015, in an amount not to exceed \$6,500.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and Hecheng Liu. Services to be primarily provided to Lincoln Elementary School - Site 133 for the period of 09/01/2014 through 05/31/2015.

Fiscal Impact Funding resource name (please spell out) 0000/UNREST - INSTR - 133 not to exceed \$ 6,500.00

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

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OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Timely Students.

PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between Hecheng Liu (CONTRACTOR) and Oakland Unified School District (OUSD). 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:

1. **Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 09/01/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100, whichever is later. The work shall be completed no later than 05/31/2015.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Six Thousand Five Hundred Dollars (\$ 6,500.00) [per fiscal year], at an hourly billing rate not to exceed \$ 40.00 per hour. 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: No Reimbursements.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after 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.

4. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* None, which shall not exceed a total cost of \$ 0.00.

5. **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.

6. **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. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
7. **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: Ivanna Huthman
Site /Dept.: Lincoln Elementary School - Site 133
Address: 225 11th Street
Oakland, CA 94607
Phone: 510-874-3372
Email: ivanna.huthman@ousd.k12.ca.us

CONTRACTOR:

Name: Hecheng Liu
Title: Owner
Address: 240 S Caballo Street
Mountain House CA 95391
Phone: 707-695-9621
Email: oldliu2000@gmail.com

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.

8. **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.

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

- i. 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 from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

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

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, 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, 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.

13. **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 controlled substances, alcohol or tobacco on these sites.
 14. **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.
 15. **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.
 16. **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.
 17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior 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.
 18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 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.
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an 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.
19. **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.
 20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate 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).
 21. **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.
 22. **Confidentiality:** 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

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable, 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 without the prior approval of OUSD Human Resources.

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.

- 24. 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/).

- 25. 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.

- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

- 27. 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.

- 28. 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.

- 29. 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.

- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD'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.

- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature]

President, Board of Education

Superintendent or Designee

[Signature]

Secretary, Board of Education

CONTRACTOR

[Signature]

Contractor Signature

Hecheng Liu

Owner

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 15-0046
Introduction Date: 2/11/15
Enactment Number: 15-0702
Enactment Date: 2/11/15
By: [Signature]

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 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.

Mr. Liu is a member of the Purple Silk Music Education Foundation. The Purple Silk Music Education Foundation residency program at Lincoln School is designed to introduce students to the joy of music, to support and enhance the classroom curriculum through in-depth, sequential instruction in traditional Chinese musical instruments, folk music, and opera. Mr. Shi in-residency will serve students, grades 3-5, through instruction and rehearsals for a total of 36 weeks between 9/1/14 and 5/31/15. Mr. Shi will teach students musical techniques, note reading, proper phrasing of Chinese and other multicultural folk songs and orchestral music. Mr. Shi will also provide instruction on the history of Chinese and Asian music and will use music and songs to teach students about history as well as increase their literacy in History and language Arts.

Professional Services Contract

- 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.

Students will be introduced to Chinese music and culture through instruction in Chinese instruments and folk songs, taught by professionally trained musicians with an expertise in Chinese music.

Students will be exposed to other world music traditions.

Students will be introduced to basic musicianship education using the French Chev  method, including note reading, pitch, rhythm and timing, sight singing, and music theory.

Students will have experience in playing traditional Chinese instruments, i.e. plucking, bowing, wind, or percussion instruments.

- 3. Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:

(Check all that apply.)

- | | |
|---|---|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health | <input type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input checked="" type="checkbox"/> Accountable for quality |
| <input checked="" type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |

- 4. Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: Not Applicable

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

1. Relevant page of CSSSP 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 CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.

Hecheng Liu

240 S Caballo Street
Mountain House CA 95391

Cell: 707-695-9621
E-Mail: oldliu_2000@yahoo.com

Career Objective: To be a teacher of the Chinese Pipa (lute) and Chinese plucking instruments

Professional Experience:

Great Wall Youth Orchestra Oakland, CA
(2003- present)

Plugging instruments instructor, Great Wall Youth Orchestra of Laney College in Oakland, CA

Teach youth ages 8 to 18 the Pipa instruments, and other plugging instruments such as the Moon Guitar, the XiaoRuan, ZhongRuan, and LiuQin.

Stanford University Stanford, CA
(2013-present)

Plugging instruments instructor, Teach youth ages 18 to 24 the Pipa instruments, and other plugging instruments such as the DaRuan, ZhongRuan, and LiuQin.

California Youth Chinese Symphony Santa Clara, CA
(2007 - present)

Deputy principal and instructor of the "California Youth Chinese Symphony" at Santa Clara, CA

Teach youth ages 8 to 18 the Pipa instruments, and other plugging instruments such as the ZhongRuan, and LiuQin.

Central Nationalities Orchestra Beijing, China
(1984-2000)

Worked at famous Central Nationalities Orchestra of China, 16 years experience play plucking instrument Pipa with this outstanding's orchestra. performed annually throughout China, and performed internationally at United States, Germany, France, Austria, Denmark, Spain, Greece, Yugoslavia, Uzbekistan, Japan, Korea, Singapore, Taiwan, Hong Kong and Macao.

Private music instructors Beijing, China
(1984-2000)

Taught Private Pipa lessons to young students, from ages 8-18.

Performance Experience

Oct. 2013 Performed Chinese folk songs "Mu Ge" on the Pipa with Fremont Symphony Orchestra

May 2012 Soloist, performed "Chen Sui" at the 30th anniversary concert, San Francisco Guzheng Ensemble, San Francisco, CA

May 2012 Performed pipa concerto "Little Sisters of the Prairie" with the California Youth Chinese Symphony, Fremont, CA

- Spring 2009 Performed at elementary schools in San Francisco with Melody of China
Ensemble
- April 2008 Soloist, performed "Spring River in Night" at Stanford Pan Asia Music
Festival, Stanford, CA
- Jan. 2000 Pipa soloist concert, World Music Festival, San Francisco, CA

Professional Activities:

- 2012 Served as Vice chairman, Chinese Musicians Association of America, in Santa Clara
- 2008 Established Chinese Instrument Standard Grade Examination in USA, in
collaboration with Central Conservatory of Music from China
- 2007 Served as judge at the U. S. flying World Cup National Music Competition in San Jose,
also in 2009, and in 2011
- 2003 Recorded pipa solo CD, "Ambush From All Sides", published by [7/8 Music
Productions] in America
- 2002 Served as Chief Judge in "The First North America Instrumental Music Contest", San
Francisco, CA
- 1986 Member, Chinese National Orchestral Association, Beijing, China
- 1985 Member, Beijing lute Association, Beijing, China
- 1985 Member, Beijing Guqin Research Association, Beijing, China

Education

- 1980-1984 Graduated with honors bachelor's degree at Central Conservatory of Music,
Major- Pipa; minor- GuQin, Beijing, China
- 1975-1980 Central Conservatory of Music Middle School, Major- Pipa, Beijing ,China.
- 1972-1975 Admitted as child prodigy to the Central Conservatory of Music Elementary
School, Major: Pipa , Beijing , China

Language: Chinese Mandarin and English

October 28, 2014

To Whom It May Concern:

I have had the pleasure of working with Mr. Hecheng Liu since 2003. Hecheng Liu is a first class musician who has performed all over in the most prestigious concert halls. Mr. Liu was a vital member of the China National Orchestra.

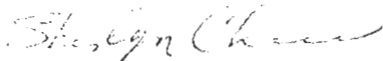
Mr. Liu has made his mark in the U.S. with his H1 visa as a person with special talent. He has shared his talent not only by performing publicly for all to enjoy, but has taught hundreds of students during the past 11 years.

He Cheng Liu teaches all plucking string instruments. He is experienced working with adults as well as children. He is patient, kind and understanding, but yet he has standards that he expects students to work toward. Mr. Liu is respected by his colleagues and admired by his students.

I highly recommend Hecheng Liu, as a performer and as an instructor of Chinese music. Our students have been so fortunate to have Mr. Liu as part of our teaching staff.

If you have further questions, please contact me at lscherlyrchew@gmail.com.

Sincerely,



Sherlyn Chew
Professor of Music.
Laney College, Oakland



Purple Silk Music Education Foundation

October 28, 2014

Board of Directors

Ken Kawachi, President
June Hopkirk, Vice-President
Marcia Hawkins, Secretary
Josephine Lee, Treasurer
Gail Camacho
John D. Hopkirk
Maxine Mok
Michael Morgan
Librado Perez
Linda Quan
Joseph Ryan
Patrick Wang
David Weisenan

Artistic Advisors
Sheriyn Chew

Contact Information
484 Lake Park Ave. #366
Oakland, CA 94610
(415) 606-9704
www.purplesilk.org

Dear Sir /Madam,

On behalf of the Board of Directors of the Purple Silk Music Education Foundation, it is with great pleasure that we provide this recommendation letter for Mr. Hecheng Liu. Mr. Liu has been serving as one of our music coaches of our Great Wall Youth Orchestra since 2003.

Our Foundation's mission is to instill in young people an appreciation of music from all cultures through instruction in traditional Chinese instruments. To promote opportunities for children and youth of low-income families to receive music education from professional musicians, perform in public venues and become proficient musicians themselves.

Mr. Liu is our plucking string instruments instructor. We have been most delighted with his work with our children, introducing them to the joy of playing Chinese plucking music instruments, and teaching them the complex skills of playing traditional Chinese music, world folk music and Chinese operatic music on these instruments.

We have been collaborating with Oakland Unified School District for many years through our Artists-in-Residence program at Lincoln Elementary School. We highly recommend Mr. Hecheng Liu for one of the artist positions at the Lincoln School. He has demonstrated amply that he can work wonders with our children, and is patient and gentle in his teaching style. We are confident that Mr. Liu will add much value to the success of that program. Please contact me if you have further questions at josepurple@gmail.com.

Sincerely,

Josephine Lee,
PSMEF Board of Directors

SAM Search Results
List of records matching your search for :

Search Term : Hecheng* Liu*
Record Status: Active

No Search Results



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/26/2014

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

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

| PRODUCER Wang Insurance Agency, Inc. LIC. 0743903 2620 Judah Street San Francisco CA 94122-1432 | CONTACT NAME: Hanna Wu PHONE (A/C No. Ext): (415) 731-7062 E-MAIL ADDRESS: hanna@wangins.com | FAX (A/C No.): (415) 731-8168 | | | | | | | | | | | | | | | | | | | | |
|--|---|--------------------------------------|-------------------------------|--|--------|------------|-------------------------|-------|------------|--|--|------------|--|--|------------|--|--|------------|--|--|------------|--|
| | <table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>United States Liability</td> <td>25895</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | United States Liability | 25895 | INSURER B: | | | INSURER C: | | | INSURER D: | | | INSURER E: | | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | |
| INSURER A: | United States Liability | 25895 | | | | | | | | | | | | | | | | | | | | |
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| INSURER D: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES CERTIFICATE NUMBER: CL13121907037 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION 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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | X | | CL 1633856A | 12/13/2014 | 12/13/2015 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCL'D COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ | | | | | | WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N | N/A | | | |

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

| | |
|---|--|
| CERTIFICATE HOLDER Oakland Unified School District Attention : Risk Management 900 High Street Oakland, CA 94601 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Claire Wang/QUYEN <i>Claire Wang</i> |
|---|--|

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

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 meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
4. Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

| | |
|----------------------|--|
| Attachment Checklist | <input checked="" type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year. <input checked="" type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years. <input checked="" type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/) <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. (Ref. to Section 10 of the Contract) |
|----------------------|--|

OUSD Staff Contact *Emails about this contract should be sent to: (required)* ivanna.huthman@ousd.k12.ca.us

Contractor Information

| | | | | | | | |
|--------------------|---|------------------|---|-------|----|-----|-------|
| Contractor Name | Hecheng Liu | Agency's Contact | Hecheng Liu | | | | |
| OUSD Vendor ID # | 1006499 | Title | Owner | | | | |
| Street Address | 240 S Caballo Street | City | Mountain House | State | CA | Zip | 95391 |
| Telephone | 707-695-9621 | Email (required) | oldliu2000@gmail.com | | | | |
| Contractor History | Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" 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 | 09/01/2014 | Date work will end | 05/31/2015 | Other Expenses | \$ 0.00 |
| Pay Rate Per Hour (required) | \$ 40.00 | Number of Hours (required) | 720 | | |

Budget Information

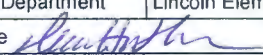

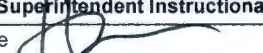
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

| Resource # | Resource Name | Org Key | Object Code | Amount |
|-----------------------------------|---------------------|------------|------------------------------|-------------|
| 0000 | Unrestricted - Inst | 1331110101 | 5825 | \$ 6,500.00 |
| | | | 5825 | |
| | | | 5825 | |
| Requisition No. (required) | R0152589 | | Total Contract Amount | \$ 6,500.00 |

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.sam.gov/>)

| | | | | | | |
|---|---|---|----------------|-----------------|---------------|--|
| 1. | Administrator / Manager (Originator) | Name | Ivanna Huthman | | Phone | 510-874-3372 |
| | Site / Department | Lincoln Elementary School - Site 133 | | | Fax | |
| | Signature |  | | | Date Approved | 9/11/14 |
| 2. | Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Community Schools and Student Services | | | | | |
| | <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 checked="" 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 | | | | | |
| | Signature |  | | | Date Approved | 10/15 |
| 4. | Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations | | | | | Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000 |
| | Signature |  | | | Date Approved | |
| 5. | Superintendent, Board of Education <i>Signature on the legal contract</i> | | | | | |
| Legal <i>Required if not using standard contract</i> | | Approved | | Denied - Reason | | Date |
| Procurement | Date Received | | PO Number | P1504917 | | |