

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	15-0067
Introduction Date	2-11-15
Enactment Number	15-0206
Enactment Date	2/11/15 2:2



OAKLAND UNIFIED SCHOOL DISTRICT  
Community Schools. Thriving Students.

# Memo

**To** Board of Education  
**From** Antwan Wilson, Superintendent  
**Board Meeting Date** 2/11/15  
*(To be completed by Procurement)*  
**Subject** Professional Services Contract - Z-sharp  
- #172 Fred T. Korematsu Discovery Academy (site/department)

**Action Requested** Ratification of professional services contract between Oakland Unified School District and Z-sharp. Services to be primarily provided to #172 Fred T. Korematsu Discovery Academy for the period of 9/29/2014 through 6/11/2015.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*  
The Z-Sharp program will provide curriculum development, coaching, mentorship assistance to our lower grade students. Integrating and reinforce the Common Core State Standards.

**Discussion**  
*One paragraph summary of the scope of work.*  
Z-Sharp will provide weekly music lessons with instruments to the Kinder, 1st through 3rd grade classes to assist in developing a strategic plan in implementing and sustaining arts instruction and curriculum, provide leadership and mentoring support.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and Z-sharp. Services to be primarily provided to #172 Fred T. Korematsu Discovery Academy for the period of 9/29/2014 through 6/11/2015.

**Fiscal Impact** Funding resource name (please spell out) Unrestricted Instruction - LEP not to exceed 14,000.00

- 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, Thriving Students

## PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between Z-sharp (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 9/29/2014, 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 6/11/2015.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Fourteen Thousand Dollars Dollars (14,000.00) [per fiscal year], at an hourly billing rate not to exceed \$ 37.03 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: \_\_\_\_\_.

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:* \_\_\_\_\_, which shall not exceed a total cost of \_\_\_\_\_.

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: Rosemary McAtee  
Site /Dept.: #172 Fred T. Korematsu Discovery Academy  
Address: 10315 E Street  
Oakland, CA 94603  
Phone: 510 639-3377  
Email: \_\_\_\_\_

**CONTRACTOR:**

Name: Dylan Tatz  
Title: Executive Director  
Address: 564 Market Street - Suite#623  
San Francisco CA 94104  
Phone: 415/ 285-2149  
Email: dtatz@zsharp.org

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

*[Handwritten Signature]*

- President, Board of Education
- Superintendent
- Chief or Deputy Chief

*[Handwritten Signature]*

Secretary, Board of Education

CONTRACTOR

*[Handwritten Signature]*  
Contractor Signature

Dylan Tatz  
Executive Director

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 15-0067  
Introduction Date: 2/11/15  
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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.

Z-Sharp will provide weekly music classes to Korematsu Discovery Academy's Kinder, 1st, 2nd and 3rd graders to assist in developing a strategic plan for implementing and sustaining arts instruction for our students. Designing a comprehensive sequential music curricula support for music faculty that fulfills applicable instruction standards. The music teacher will provide instruments and training to include integration strategies. Communicate with parents, students and the community at large about the program and enlist their support. Z-Sharp provides music that will align to Common Core Standards in ELA and Math. Once a week the music teacher will align music standards to grade level goals.

**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.

Z-Sharp will provide formal music lesson education for 4 grade levels (which averages 280 students) weekly for the entire school year. Lessons will be integrated into the curriculum and conform to reinforce Common Core State Standards with on-site program evaluation, workshops, coaching and mentorship of Z-sharp instructors serving as management liaison to the school.

- 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 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 type="checkbox"/> Create equitable opportunities for learning         | <input 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: \_\_\_\_\_
- 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.



January 8, 2015

To whom it may concern,

zSharp, Inc. ([www.zsharp.org](http://www.zsharp.org)) is a 501(c)3 non-profit organization founded in 2007 that partners with Bay Area elementary schools to provide comprehensive, in-school music education to 7,634 children who would otherwise have no formal music education. zSharp provides each partner school with a full-time music teacher leading interdisciplinary music classes during the school day that are completely integrated into the curriculum. In total, zSharp will provide 382,000 hours of music education in the 2014-15 school year.

Organization Work History: a complete list of zSharp partner schools , including Korematsu Elementary, is available here: <http://www.zsharp.org/programs>

As an agency of the Oakland Unified School District, zSharp requires its employees, including Lydia Martin, the zSharp music teacher at Korematsu Elementary, to be fingerprinted and pass a Tuberculosis test each year. zSharp also conducts detailed background checks on all employees. All zSharp employees have passed this background test, have been fingerprinted, and have tested negative for tuberculosis. These results are available to OUSD upon request.

A complete list of zSharp music teachers, including Lydia Martin, all of whom we certify have been fingerprinted and TB tested, is available here: <http://www.zsharp.org/about/who-we-are>

Please let me know if there is any additional information I can provide. zSharp is delighted to be partnering with Korematsu Elementary and looks forward to continuing this partnership in the years ahead.

Sincerely,

Dylan Tatz  
Executive Director, zSharp Inc.



**MUTUAL COMMITMENTS REGARDING THE ZSHARP PROGRAM AT  
KOREMATSU DISCOVERY ACADEMY FOR THE 2014-2015 SCHOOL YEAR**

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This Document sets forth in principle the mutual commitments being undertaken by Korematsu Discovery Academy ("School") and zSharp, Inc. as the key participants in an endeavor to institute and maintain a music educational program and curriculum in the School on the model developed by zSharp ("Program"). This agreement will extend from September 2014 through June 2015.

**1. COMMITMENTS FROM THE PRINCIPAL OF THE SCHOOL**

- a. Collaborate with zSharp to implement, develop and sustain the Program in the School for all students.
- b. Collaborate with zSharp to seek, interview, and hire qualified persons to serve as music faculty to be employed by zSharp. Further, the School will not employ any zSharp music teacher or staff without permission from zSharp.
- c. Embrace music teachers as members of the School faculty by inviting them to staff meetings, informing them of School policies and procedures, observing their activities, and supporting them in their teaching.
- d. Observe and participate in workshops and planning sessions.
- e. Collaborate and actively communicate with zSharp to document and assess Program-related activities.
- f. Communicate with parents and students about the Program and enlist their support and participation.
- g. Promote the Program to the community at large.
- h. Facilitate site visits to the School by current or potential zSharp benefactors.
- i. Promptly inform zSharp of any incidents in which any music faculty is alleged to have violated any School policies, especially those governing the interaction between School personnel and students.
- j. School agrees to indemnify and hold harmless zSharp and its officers, directors and employees against any and all claims, judgments, attorneys' fees and all other reasonable expenses incurred in connection with the foregoing arising out of zSharp's provision of music education services to School, and all related activities.
- k. School will contribute \$14,000 toward the cost of the program in form of payment to zSharp, with zSharp subsidizing the remainder of the cost.

**2. COMMITMENTS FROM zSharp**

- a. Provide weekly music classes for all 12 K-3 classes.
- b. Assist the School in developing a strategic plan for implementing, developing, and sustaining arts instruction for all students.
- c. Provide the remainder of funding needed to meet program costs, as funding permits.
- d. Design a comprehensive Program budget for 2014-15 program year.
- e. Provide comprehensive sequential music curricula support for music faculty that fulfills applicable instruction standards.
- f. Hire and supervise music teachers for the Program in the school in collaboration with the school.
- g. Provide training to the music faculty to improve their teaching skills.
- h. Provide training to the classroom faculty, including integration strategies.
- i. Provide site visits by zSharp supervisory staff to oversee the Program.
- j. Communicate with parents, students and the community at large about the Program and enlist their support.
- k. Monitor progress on an on-going basis and suggest adjustments as necessary, including replacement of members of music/arts faculty when required.

SCHOOL NAME

By: Rosemary Matta 9/23/14  
School Principal (date)

ZSHARP, INC.

By: Dylan Fitz  
Executive Director (date)



**ZSHARP**

## **zSharp**

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## **Partner Schools**

zSharp provides its partner schools with highly qualified music faculty offering weekly music instruction to every student, regardless of talent or ability, for the entire school year. In addition, students receive unique opportunities to work with community partners such as San Francisco Opera to enrich their learning experience.

Our unique curriculum meets National VAPA and CA State Standards and completely integrates into the school day. Music lessons are adapted to students' language and culture, and our interdisciplinary approach frequently addresses other academic activities—demonstrating fractions with quarter notes and half notes, for example.

We prioritize open communication with all members of the school community. Faculty members and principals receive continuous guidance and development opportunities. We invite feedback from parents and continually assess the program's effectiveness through a strict evaluative process. We set high standards of excellence for our students and even higher standards for ourselves!

## **zSharp Partner Schools 2014-15**

### AltSchool

1245 Folsom St.  
San Francisco, 94103  
415-255-9766  
Head of Partnerships and Philanthropy: Jane Yu  
Partner Since: 2014

ASCEND Elementary

3709 E. 12th Street  
Oakland, 94601  
(510) 879-3140  
Principal: Larissa Adam  
Partner Since: 2014

Caliber Beta Academy

5100 Potrero Avenue  
Richmond, 94803  
(510) 255-5436  
Principal: Natalie Walchuk  
Partner Since: 2014

Chavez Elementary

960 17th Street  
Richmond, 94801  
(510) 231-1418  
Principal: Jeannette Ramirez  
Partner Since: 2013

Coronado Elementary

4301 Berk Avenue  
Richmond, 94804  
(510) 231-1419  
Principal: Linda Cohen  
Partner Since: 2009

Dover Elementary

1870 19th Street  
San Pablo, 94806  
(510) 231-1420  
Principal: Eric Peterson  
Partner Since: 2013

Glenview Elementary

4215 La Cresta Avenue  
Oakland, 94602  
(510) 531-6677  
Principal: Chelsea Toller  
Partner Since: 2014

Korematsu Academy

10315 E. Street  
Oakland, 94603  
(510) 879-2795



Principal: Charles Wilson  
Partner Since: 2014

[Learning Without Limits](#)

2035 40th Avenue  
Oakland, 94601  
(510) 879-1282  
Principal: Leo Fuchs  
Partner Since: 2014

[Lincoln Elementary](#)

29 6th Street  
Richmond, 94801  
(510) 231-1404  
Principal: Mimi Melodia  
Partner Since: 2011

[Madera Elementary](#)

8500 Madera Drive  
El Cerrito, 94530  
(510) 231-1412  
Principal: Alison Makela  
Partner Since: 2014

[Montalvin Manor Elementary](#)

300 Christine Drive  
San Pablo, 94806  
(510) 231-1405  
Principal: Katherine Acosta  
Partner Since: 2014

[Peres Elementary](#)

719 5th Street  
Richmond, 94801  
(510) 231-1407  
Principal: Jawan Eldridge  
Partner Since: 2008

[Piedmont Avenue Elementary](#)

4314 Piedmont Ave  
Oakland, 94611  
(510) 654-7377  
Principal: Zarina Ahmad  
Partner Since: 2011

[Valley View Elementary](#)

3416 Maywood Dr.

Richmond, 94803  
(510) 243-2102  
Principal: Ann Marie Marinakis  
Partner Since: 2013

[Wilson Elementary](#)

629 42nd Street  
Richmond, 94805  
(510) 232-6852  
Principal: Kim Moses  
Partner Since: 2010

[Donate Now!](#)



zSharp [works in partnership with Bay Area schools](#) to bring comprehensive music education to over 7,600 inner-city schoolchildren every week for the entire 2014-15 school year.

**[Donate Online Now](#)**

[For only \\$139](#), one child receives comprehensive music education every week for a year.

**[Join Our Mailing List](#)**

[Stay informed](#) about the tremendous impact zSharp is having in the Bay Area!

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**zSharp**

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zSharp

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# CERTIFICATE OF LIABILITY INSURANCE

ETMBA-1

OP ID: KL

DATE (MM/DD/YYYY)

10/21/2014

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).

<b>PRODUCER</b> Sweet & Baker Ins. Brokers Inc 44 Second Street San Francisco, CA 94105-3440 Casey Scollin (415) 512-2105	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> ETM-Bay Area, Inc. Attn: Dylan Tatz 564 Market St, Ste 623 San Francisco, CA 94104	<b>INSURER A : Nonprofits' Insurance Alliance</b>	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>			2014-35896	04/02/2014	04/02/2015	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Liq. Liab	\$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT)	\$
								\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE	\$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N		N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

\* 30 days notice of cancellation, except for 10 days notice for cancellation for non-payment of premium

**CERTIFICATE HOLDER****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

*[Signature]*

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<b>PRODUCER</b> Sweet & Baker Ins. Brokers Inc 44 Second Street San Francisco, CA 94105-3440 Casey Scollin (415) 512-2105	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> ETM-Bay Area, Inc. Attn: Dylan Tatz 564 Market St, Ste 623 San Francisco, CA 94104	<b>INSURER A:</b> Nonprofits' Insurance Alliance <b>NAIC #</b> NIAC	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

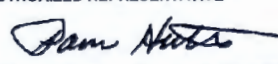
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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>	X	2014-35896	04/02/2014	04/02/2015	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>20,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> Liq. Liab \$ <b>1,000,000</b>
	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	<b>UMBRELLA LIAB</b>					EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>					AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is included as additional insured to liability as required by written agreement. RE: In-school music education program  
 \* 30 days notice of cancellation - 10 days notice for non-payment.

**CERTIFICATE HOLDER****CANCELLATION**

<b>Oakland Unified School District</b> 1000 Broadway Oakland, CA 94607	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 
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# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015



### Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

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

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including the Excluded Party List, Insurance and HRSS Consultant Verification )
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist

- For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
- For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

**OUSD Staff Contact** Emails about this contract should be sent to: (required)

### Contractor Information

Contractor Name	Z-sharp	Agency's Contact	Dylan Tatz				
OUSD Vendor ID #	I006352	Title	Executive Director				
Street Address	564 Market Street - Suite#623	City	San Francisco	State	CA	Zip	94104
Telephone	415/ 285-2149	Email (required)	dtatz@zsharp.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	9/29/2014	Date work will end	6/11/2015	Other Expenses	
Pay Rate Per Hour (required)	\$ 37.03	Number of Hours (required)	378		

### 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
0791	Unres Instruc-LEP	1721791101	5825	\$ 14,000.00
			5825	
			5825	
<b>Requisition No. (required)</b>	R0151029		<b>Total Contract Amount</b>	\$ 14,000.00

### 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.	<b>Administrator / Manager (Originator)</b>	Name	Rosemary McAtee	Phone	510 639-3377	
	Site/Department (Name & #)	#172 Fred T. Korematsu Discovery Academy			Fax	510 639-3380
	Signature				Date Approved	9/23/14
2.	<b>Resource Manager</b> , if using funds managed by:	<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships <input type="checkbox"/> Risk				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)					
	Signature				Date Approved	
3.	<b>Network Superintendent/Deputy Network Superintendent</b>					
	Signature				Date Approved	1/9/15
	<b>Chiefs / Deputy Chiefs</b> Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$84,100					
4.	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
	Signature				Date Approved	
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract					
<b>Legal</b> Required if not using standard contract	Approved	Denied - Reason		Date		
<b>Procurement</b>	Date Received	PO Number	P1504916			