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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Board Meeting Date January 11, 2023

Subject Service Agreement 2022-2023

Contractor: Attitudinal Healing Connection, Inc, Oakland, CA

Services for: 206-Bret Harte Middle School

Action Requested and Recommendation

Ratification by the Board of Education of a Services Agreement 2022-2023 by and between the District and Attitudinal Healing Connection, Inc, Oakland, CA, for the latter to provide: this development is especially focused on professionally and strategically teaching stop action animation- film making and editing, to 8th graders, and to deeply engage the school, the district and our community by drawing from family narratives as the core content for our animated film manifesting a culturally responsive paradigm. The process of teaching animation is a logical outcome of the intense work we do around 2D art. Teaching these real world technical skills can ultimately translate into higher order critical illustrative abilities. This is a community collaborative effort and a multimedia project layering conventions of art into a final public exhibition for the period of October 10, 2022 through May 31, 2023 in an amount not to exceed \$25,000.00.

Background

(Why do we need these services. Why have you selected this vendor?)

The program is a supplement to current arts program.



In Kind Contributions ___ Yes No: OUSD Staff Time (Beyond Basic Supervision & Support)

___ Yes No: Supplies and Materials (Including Food)

___ Yes No: District Facilities/Workspace

___ Yes No: Technology Hardware and Software

___ Yes No: Other

Competitively Bid Was this contract competitively bid? Yes ___ No

If No, List Bid Exception: Services Agreement under \$99,100.00

Fiscal Impact Funding Resource name(s) (detailed below) not to exceed: \$25,000.00.

Resource Name(s) \$25,000.00 Measure G, Parcel Tax

Attachments: Services Agreement including Scope of Work

SERVICES AGREEMENT 2022-2023

This Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):

Attitudinal Healing Connection, Inc, Oakland, CA

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date (“Start Date”):

October 10, 2022

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.

- b. The work shall be completed no later than the below date (“End Date”):

May 31, 2023

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. **Services.** VENDOR shall provide the services (“Services”) as described in #1A and #1B of **Exhibit A**, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of **Exhibit A** whether and how its services would be able to continue.

3. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are

aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.

- b. OUSD may evaluate **VENDOR** in any manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of **VENDOR**, each of **VENDOR**'s employees, and each of **VENDOR**'s subcontractors, and (ii) announced and unannounced observance of **VENDOR**, **VENDOR**'s employee(s), and **VENDOR**'s subcontractor(s).
4. **Inspection and Approval.** **VENDOR** agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In accordance with Paragraph 8 (Compensation), the Services performed by **VENDOR** must meet the approval of OUSD, and OUSD reserves the right to direct **VENDOR** to redo the Services, in whole or in part, if OUSD, in its sole discretion, determines that the Services were not performed in accordance with this Agreement.
5. **Data and Information Requests.** **VENDOR** shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. **VENDOR** shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to **VENDOR** in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when **VENDOR**'s programs and school site(s) change (either midyear or in subsequent years), **VENDOR** shall promptly update the information in the database.
6. **Confidentiality and Data Privacy.**
 - a. OUSD may share information with **VENDOR** pursuant to this Agreement in order to further the purposes thereof. **VENDOR** and all **VENDOR**'s agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as

- “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.
- b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.
- (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E (available here).
 - (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement ([available here](#)).
 - (iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.
7. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, 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. 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 VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters

produced under this Agreement without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

8. **Compensation.** OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A**.

a. The compensation under this Agreement shall not exceed:

Twenty-Five Thousand Dollars and 00/100	\$25,000.00
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This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.

c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.

d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.

- e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.
9. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
 10. **Invoicing.** Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's

invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.

- f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

11. **Termination and Suspension.**

- a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
- b. Due to Unforeseen Emergency or Acts of God. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if there is an unforeseen emergency or an Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
- c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice

without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

- d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
- e. If OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of Services, then the OUSD Superintendent or an OUSD Chief or Deputy may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend the Agreement, in which case VENDOR shall stop providing Services under the Agreement until further notice from OUSD. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of suspension.

12. **Legal Notices.** All legal notices provided for under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 440
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

VENDOR

Name: Amana Harris
Title: Officer (Executive)
Address: 101 Myrtle Street
City, ST Zip: Oakland, CA 94607
Phone: 510-652-5530

Email: amana@ahc-oakland.org

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

13. Status.

- a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees 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. VENDOR 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 VENDOR's employees.
- b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If VENDOR is a business entity, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and VENDOR is in writing;
 - (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
 - (v) VENDOR maintains a business location that is separate

- from the business or work location of OUSD;
- (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the Services;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

14. Qualifications and Training.

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will performed the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in 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, if VENDOR was selected, at least in part, on such representations and warrants.

15. Certificates/Permits/Licenses/Registration. VENDOR's employees or agents shall secure and maintain in force such certificates, permits,

licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. **Insurance.**

- a. **Commercial General Liability Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. 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 VENDOR. The policy shall protect VENDOR 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.
- b. **Workers' Compensation Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR 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 (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

17. **Testing and Screening.**

- a. **Tuberculosis Screening.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR is required to screen employees

who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.

- b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in **Exhibit A**, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. VENDOR confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1 and shall immediately remove any employee, subcontractor, volunteer, or agent upon discovery via a subsequent arrest notification that the person has been convicted of a felony. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD.

Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

- c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) fingerprinting and subsequent arrest notification services.
- d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

18. **Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any

significant accident or incident in connection with the provision of Services. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

- b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

19. **Coronavirus/COVID-19.**

- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.
- c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR (i) tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing

positive for COVID-19 or the development of symptoms consistent with COVID-19.

- d. In addition to the requirements of subparagraph (c), VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
 - e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
20. **Assignment.** The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
21. **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, VENDOR 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, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR 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, sexual orientation, or other legally protected class.
22. **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, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

23. **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 subsequent act from constituting a violation of this Agreement.
24. **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.
25. **Conflict of Interest.**
 - a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
 - b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR'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.
 - c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.
26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, VENDOR certifies to the best of 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/>).

27. **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 described in Paragraph 8 (Compensation). 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.
28. **Indemnification.**
- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
 - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("VENDOR Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.

29. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
30. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
32. **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.
33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Provisions Required By Law Deemed Inserted.** Each and every

provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

35. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
36. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
37. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
38. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
39. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

40. **Signature Authority.**

- a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
- b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
- a. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

41. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

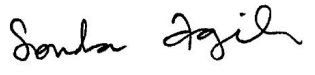
IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

VENDOR


Name: Attitudinal Healing Connection, Inc Signature: Amana Harris
Position: Officer (Executive) Date: 11/28/2022

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD

Name: SONDRA AGUILERA Signature: 
Position: CHIEF ACADEMIC OFFICER Date: 11/17/2022

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell Signature: 
Position: Secretary, Board of Education Date: 01/23/2023

Template approved as to form by OUSD Office of the General Counsel.

EXHIBIT A

1A. **General Description of Services to be Provided:** *Provide a description of the service(s) VENDOR will provide.*

Consultant will work collaboratively to share with and educate students, families, and staff about the services provided by both the partner agency and the school site through school meetings, events, school site plan, and site-based and partner agency marketing materials; meet regularly to drive collaborative, site-based planning, alignment, implementation, and evaluation structures to ensure success of the AIG 2025 program; school will provide a certified teacher in the classroom during any classroom instruction.

1B. Description of Services to be Provided During School Closure or Similar

Event: *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

- No, services would not be able to continue.
- Yes, services would be able to continue as described in 1A.
- Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

Services would continue virtually.

1C. Rate of Compensation: *Please describe the basis by which compensation will be paid to VENDOR:*

Rate Type: Monthly Rate

Rate Amount:

\$3,571.43 per Month

2. **Specific Outcomes:** (A) *What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need?* (B) *Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..."* C. *If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."*

This development is especially focused on professionally and strategically teaching stop action animation- film making and editing, to 8th graders, and to deeply engage the school, the district and our community by drawing from family narratives as the core content for our animated film manifesting a culturally responsive paradigm. The process of teaching animation is a logical outcome of the intense work we do around 2D art. Teaching these real world technical skills can ultimately translate into higher order critical illustrative abilities. This is a community collaborative effort and a multimedia project layering conventions of art into a final public exhibition.

3. **Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds):** *Please select the appropriate option below:*
- Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:

 - Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:
 - Meeting announcement for meeting in which the SPSA modification was approved.
 - Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 - Sign-in sheet for meeting in which the SPSA modification was approved.

4. **Adapting Services for Students with Disabilities:** If VENDOR will provide direct services to students under this Agreement, describe the manner in which services will be accommodated, modified, or otherwise adapted to meet the unique needs of students with disabilities:

Provides scaffold for students with disabilities.

5. **Waivers:** *OUSD has waived the following. Confirmation of the waiver is attached herewith:*

Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)

Corporal Punishment Insurance Coverage. (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person or virtual) with OUSD students.)

Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)

Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)

Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students.)

Arts Incentive Grant (AIG) 2025 Action Plan

School Name: Bret Harte Middle School

CBO Name: AHC/The Center for ArtEsteem

AIG team members: April Harris-Jackson, Thomas Holmes, Inji El Ghannam, Phyllis Hall

This agreement is made on 08/25/2022 and is intended to outline and formalize the partnership and site-based agreements between **Bret Harte Middle School (SCHOOL SITE)** and **AHC/The Center for ArtEsteem (PARTNER AGENCY)**, pertaining to Arts Incentive Grant (AIG) 2025 program. This agreement begins on JULY 1, 2022 and ends on JUNE 30, 2025, dependent on yearly Oakland Unified School District funding allocations. This agreement is designed to a) articulate the vision, mutual goals and expectations of the partnership, b) outline scope of work c) current services, staffing and schedules, and c) clarify roles, responsibilities and communication mechanisms between the SCHOOL SITE and PARTNER AGENCY.

SCHOOL SITE and PARTNER AGENCY will work collaboratively to share with and educate students, families, and staff about the services provided by both the partner agency and the school site through school meetings, events, school site plan, and site-based and partner agency marketing materials.

SCHOOL SITE staff and PARTNER AGENCY representatives agree to meet regularly to drive collaborative, site-based planning, alignment, implementation, and evaluation structures to ensure success of the AIG 2025 program at the SCHOOL SITE.

SCHOOL SITE will provide a certified teacher in the classroom during any classroom instruction provided by PARTNER AGENCY.

SCHOOL SITE AIG Program Lead agrees to notify PARTNER AGENCY at least 2 months in advance of closure of school campus (e.g. over school holidays, winter break, summer vacation, professional development days) during regularly scheduled program days. PARTNER AGENCY agrees to notify SCHOOL SITE 48 hours in advance of a cancellation of scheduled class. In the case of unexpected cancellation of scheduled program class, SCHOOL SITE and PARTNER AGENCY will work to identify an alternate replacement date to ensure fidelity to program scope of work.

SCHOOL SITE AIG Program Lead and PARTNER AGENCY representative agree to attend 2 grantee meetings per year convened by the Visual and Performing Arts office in addition to quarterly check-ins with Visual and Performing Arts (VAPA) representative, Dr. Susie Lundy.

SCHOOL SITE and PARTNER AGENCY agree to the program details outlined in each of the following Sections 1-4.

SIGNATURES OF BOTH PARTIES

April Harris-Jackson

April Harris-Jackson

10/7/2022

School Site Principal Printed Name

School Site Principal Signature

Date

__Phyllis Hall_____
Partner Agency Director Printed Name

Partner Agency Director Signature

Date

__Inji El Ghannam_____
School Site Program Lead Printed Name

School Site Program Lead Signature

__10/7/2022_____
Date

Partner Agency Program Lead Printed Name

Partner Agency Program Lead Signature

Date



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AIG team members: April Harris-Jackson, Thomas Holmes, Inji El Ghannam, Phyllis Hall

SECTION 1: AIG 2025 SCHOOL AND PARTNER AGENCY

SCHOOL INFORMATION

Number of Students: 450

Number of Teachers: 30

Principal: April Harris-Jackson

SCHOOL ARTS LEADERSHIP TEAM				
NAME	SCHOOL ROLE	AIG ROLE	EMAIL	PHONE
April Harris-Jackson	Principal	Site Admin		
Inji El Ghannam	Assistant Principal	Site program lead	Inji.elghannam@ousd.org	510-879-2206
Tom Holmes	Dean of Students	Site team member	thomas.holmes@ousd.org	510-879-2206

PARTNER AGENCY INFORMATION

Community-Based Organization: AHC/The Center for ArtEsteem

Website: <https://www.ahc-oakland.org/artesteem>

Executive Director: Amana Harris

COMMUNITY-BASED ORGANIZATION TEAM				
NAME	ORG ROLE	AIG ROLE	EMAIL	PHONE
Phyllis Hall	Program Director	AIG coordination	phyllis@ahc-oakland.org	510-652-5530
Mylo ?				



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SECTION 2: AIG 2025 PROGRAM SCOPE OF WORK

PROGRAM INFORMATION

Note: Please include all pertinent program details: arts focus, populations served, # of students served, daily schedule, start and end date, PD, culminating event etc.)

Elder Portraits/Community Stories is an arts-integrated culturally and socially responsive project lifting up the voices and faces of our historically marginalized community, dignifying and honoring the wisdom of our families and ancestors. Elder Portraits-Community Stories uses art practice as a form of activism, healing, and community building, capturing the historical legacies handed to our youth while uplifting triumph against oppression and struggle. By bringing our unpublished histories to light we'll be elevating the resilience of our community and bringing authenticity and empathy into our school, greater community and world consciousness. We amplify these incredible narratives to empower youth while counteracting racial erasure and white supremacist hegemony.

The vision for the AIG Grant is to support and further develop our [Elder Portraits/Community Stories](#) project which began in the last school season. This development is especially focused on professionally and strategically teaching stop action animation-filmmaking and editing, to 8th graders, and to deeply engage the school, the district and our community by drawing from family narratives as the core content for our animated film manifesting a culturally responsive paradigm. The process of teaching animation is a logical outcome of the intense work we do around 2D art. Teaching these real world technical skills can ultimately translate into higher order critical illustrative abilities. This is a community collaborative effort and a multimedia project layering conventions of art into a final public exhibition. For example, VIS.8.2.1. Demonstrate an increased knowledge of technical skills in using more complex two-dimensional art media and processes. VIS.8.5.3. Demonstrate an understanding of the effects of visual communication media (e.g., television, music videos, film, internet) on all aspects of society. The first iteration, or in this case also a prototype, of this proposal, was aired on KDOL in September 2021. [Here is a link.](#)

We already have ties and relationships established because of this first iteration and are excited to widen our inspiration and hearts, charging the culture with empathy and reality. The learning environment, beginning in the classroom, is extended into the living room, cross-pollinating both spaces and enriching our scholarship with real voices and vital life experiences as the source for our aesthetic worldview and formal criteria. Connecting elders to youth strengthens legacy and uplifts joyfully the spirit of community by the chords of truth, giving and sharing.

11/9/22 - Fall Coaching Session (April, Phyllis and Aimee)

AHC has hired TA Mylo (?), planning with TA and Classroom teacher will be in Dec 2022. Plan is to kick off the program in Jan 2023. Jack is working on VA component Fall 2022, when Mylo (Animator TA) comes Jan 2023 how to turn VA into animated pieces.

Culminating event on campus, film screening at Spring Expo May 12, 2023. Past Expos include all classrooms open, a travel theme in the past. Attendees get a passport and travel to the different areas, showcase in the cafeteria, music per, cultural fashion show, after school program viewing of short films. AHC 25th annual Spring exhibition May 6, 2023. Exploring a screening via cable station (TBD). Announcements/materials for AHC Spring Exhibition go out in March 2023.

ArtMobile set to visit, date/opportunity TBD, April working with PTSA to plan family events in Spring or it could be integrated at the end of marking period celebrations. Tabletop activities can serve grade level at a time to improve experience. 5 Cohorts in each grade level. Phyllis would like to visit 3 different days to focus on each grade level.



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School Name: Bret Harte Middle School

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AIG team members: April Harris-Jackson, Thomas Holmes, Inji El Ghannam, Phyllis Hall

Note: Please include all pertinent program details: arts focus, populations served, # of students/families served, daily schedule, start and end date, etc.) (ie. # classrooms, # weeks, arts discipline, grades served, teachers in those grades, PD, culminating event)

Teacher	Grade	Number of students	Hours per Week	Number of Weeks	Total instructional hours per teacher (#students x hours per week x # weeks)
Jack Leamy	8	24 (approx)	80 min	20	
"	7 or 8?	24	80 min	20	
"	7 or 8?	24	80 min	20	
Total overall program instruction hours					

Professional Development Description	Date(s)	Number of teachers	Number of hours	Total professional development (# teachers x # hours)
Classroom Teacher Off-site at AHC - 3111 West St. (Drumming Workshop)	March 24, 2023	36	2.0	72
Total overall professional development hours				72

Culminating Event(s)	Date & Time	Number of Attendees	Description
25th Annual ArtEsteem Exhibition @ Studio One (TBD)	May 6, 2023 @ 2-5pm (3 hrs)	250-300	Professional presentation of student projects in a gallery
BHMS Spring Expo	May 12, 2023 @ 5-7p	500 estimate (all students, staff, families)	Past Spring Expos include all classrooms open, a travel theme in the past. Attendees get a passport and travel to the different areas, showcase in the cafeteria, music per, cultural fashion show, after school program viewing of short films.
Animated Film Screening with local cable station	TBD	TBD	



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SECTION 3: AIG 2022 PROGRAM OUTCOMES, TIMEFRAME & ACTION ITEMS/RESPONSIBILITIES

Note: Please review the information below to ensure it is accurate before submitting your school's final AIG 2022 Action Plan

Outcomes	Timeframe	Action Items & Responsibilities
AIG 2022 Action Plan Completed	April 2023	Action Plan includes: <ul style="list-style-type: none"> - Complete Program Information Document - Letter of Agreement (non-legally binding) between school and community based organization partner (absences, etc.) - Scope of Work to include in contract (CBO) Cost & Number of Hours
Contract Finalized	July, 2022 July 2022 August 2022	Funds load into school sites budgets (VAPA) Community Based Organization and District initiate vendor process School initiates contract to be board approved no later than the August or September BOD meeting in accordance with meeting schedule.
Ongoing AIG 2025 Meetings at Schools		- Ongoing School Arts Leadership Team Meetings
		- Meetings between School Arts Leadership Team & Community Based Organization Partner Representative
		- Quarterly meetings or informal check ins between School Arts Leadership, Community Based Organization Partner representative, and Visual and Performing Arts office representative
Programs Begin	September 15, 2023	
AIG 2025 Fall Grantees Meeting	August 25, 2022	VAPA will establish date by April 15
Professional Development		
AIG 2025 Spring Grantees Meeting	April 2023	VAPA will establish date November 15
Culminating/Community Event(s)		
Planning for 2023-24 School Year	Spring 2023	Spring Coaching Meeting:
Meetings with AIG representative, Aimee Espiritu		Fall Coaching Meeting: November 9, 2023 Observation with Jack & Mylo: March 2023

Section 4: AIG PROGRAM BUDGET

Implementation Year 1:



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Item	Amount	Description
CBO-AHC	\$22,000	AHC will provide a Media/Animation teaching artist in residence for 5-7 hours a week over 20 weeks. Artists will participate in all planning meetings with Bret Harte instructor, 1 presentation from the ArtMobile TBD, and 1 all staff visual arts Professional Development workshop TBD. Materials amount allocated = \$1,500 PD = \$1,000 ArtMobile = \$4,000 (time, artist, supplies included)
Stipends for Leadership Team	\$3,000	Stipend for Lead Classroom Teacher Partner, Jack Leamy
Total	\$25,000	

Implementation Year 2:

Item	Amount	Description
		Same as Above/Modifications will be made based on program needs
Total		

Final Year 3:

Item	Amount	Description
		Same as above/Modifications will be made based on program needs.
Total		



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Section 4: AIG 2022 EVALUATION PLAN

Note: How will both parties measure impact and document the program? (ex. Annotated photos, professional development agendas, teacher surveys, student surveys, mid year and/or end of year analysis of program, etc.)

The program will be evaluated through student surveys. We will document the program using photos and videos.

BHMS programmatic school stance: This AIG partnership is helping to build out our arts programming, existing 2 arts teachers. Building out beg, intermediate advance, courses. When we ask students the elective classes they want to take, to see how many students want to take art, demand for art to increase interest and do they continue with arts after 6th grade. Specific project: school wide we're growing, being able to articulate how students see themselves in all of the spaces. Evident through art, course work, and through AIG we see that even more. We do want students see their cultural, multiple identities show up in the Arts

AHC: STEAM to STEAM, impact of STEAM as a part of how teaching is done well. Have art be in the mind of all students when they think about their tools to do their school work. Kids are seeing themselves differently and see the value of art.



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