

Board Office Use: Legislative File Info.	
File ID Number	14-2314
Introduction Date	12-10-14
Enactment Number	14-2025
Enactment Date	12-10-14 O.A.



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by Procurement) 12/10/14

Subject Professional Services Contract - Kathryn Quain
- 909 - Teaching & Learning - Visual & Performing Arts Department (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and Kathryn Quain. Services to be primarily provided to 909 - Teaching & Learning - Visual & Performing Arts Department for the period of December 1, 2014 through 06/30/2015.

Background
A one paragraph explanation of why the consultant's services are needed.

Currently Oakland has little capacity to offer Standard Based Arts instruction to its students. There is a need to develop a sequenced curriculum and professional development for teachers K-12 that meets the varied program requirements at each school site. The Art's Learning Anchor School (ALAS) initiative is designed to assist schools in planning and implementing integrated strategies with the assistance of arts program coaching.

Discussion
One paragraph summary of the scope of work.

Ratification by the Board of Education of a Professional Services Contract between the District and Kathryn Quain, San Rafael CA, for the latter to provide: 250 hours that will include working with the Visual and Performing Arts (VAPA) team to manage and coordinate the Arts Learning Anchor School (ALAS) program and support the transition to the new Strategic Arts Blueprint for the period of December 1, 2014 through June 30, 2015 in an amount not to exceed \$15,000.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and Kathryn Quain. Services to be primarily provided to 909 - Teaching & Learning - Visual & Performing Arts Department for the period of December 1, 2014 through 06/30/2015.

Fiscal Impact Funding resource name (please spell out) MEAS G ARTS ANCHOR-LCI-909
not to exceed 15,000.00

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 Kathryn Quain

(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:

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on December 1, 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 06/30/2015.

- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed fifteen thousand Dollars (15,000.00) [per fiscal year], at an hourly billing rate not to exceed \$ 60.00 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N/A.

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.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A which shall not exceed a total cost of \$ 0.00.

5. **CONTRACTOR Qualifications / Performance of Services:**

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

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

- 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.

- 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: Fillmore Rydeen
Site /Dept.: 909 - Teaching & Learning - Visual & Performing Arts Dept
Address: 4551 Steele Street
Oakland CA 94619
Phone: 510 336-7564
Email: marilu.boytes@ousd.k12.ca.us

CONTRACTOR:

Name: Kathryn Quain
Title: Arts Learning Anchor Schools Facilitator
Address: P. O. Box 150946
San Rafael CA 94915
Phone: 415 299 4767
Email: kathyquain@sbcglobal.net

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.

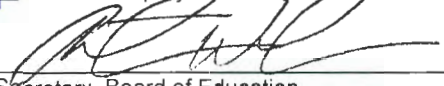
31. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT



 President, Board of Education

Superintendent

Chief or Deputy Chief


Secretary, Board of Education

CONTRACTOR



Contractor Signature

Kathryn Quain

Arts Learning Anchor Schools Facilitator
Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

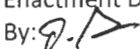
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By: 

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.

Work with the Visual and Performing Arts (VAPA) team to manage and coordinate the Arts Learning Anchor School program and support the transition to the new Strategic Arts Blueprint.

Tasks include:

- Attend regular planning meetings with the VAPA team
- Work with site principals to identify a teacher leader in the arts
- Provide technical assistance to school site leaders in implementing their arts program as needed
- Build leadership capacity and understanding of quality arts education among school site teacher leaders
- Support teacher leaders in developing a site-based plans for their arts education programs
- Facilitate planning and professional development exchange sessions among district visual arts teachers
- Create a platform for documenting and sharing the arts education work being done at each site for all to learn from.

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.

Collaborative meeting planning, meeting facilitation and follow up for a series of eight, three hour meetings with arts teachers and leaders in OUSD. Contractor will produce documents that summarize the contents of the meetings and create distinct actionable recommendations for arts programming and professional development throughout the district.

3. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:
(Check all that apply.)

- | | |
|--|--|
| <input 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 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.

Kathy Quain, MME, MT-BC

KathyQuain@sbcglobal.net

Facilitator - Music Therapist – Presenter – Educator

(4 1 5) 2 9 9 - 4 7 6 7

EDUCATION

Master's of Music Education in Music Therapy, University of Kansas	1991 – 1996
Bachelor's of Music in Piano Performance, Northwestern University	1987 – 1991

CERTIFICATION

Board Certified with the <i>Certification Board of Music Therapists</i>	1996 – present
Certified Orff Schulwerk Music Education Specialist, completed Level III	2009 – present

EDUCATOR

Arts Learning Anchor School Facilitator 2007 – present

Oakland Unified School District (OUSD), Oakland, CA

- Collaborate to achieve high-quality education & arts learning throughout OUSD
- Offer professional development & facilitate meetings at school site & district levels

Music Educator 1990 – present

Conduct individual and group music classes

- Individual music lessons in piano 1990 - present
- Individual music lessons in ukulele and hand drums 2005 - present
- Weekly music classes for Sunrise Montessori School, Napa, CA 2000 – 2002
- After School Drumming, 1 – 5th grade, Kaiser Elementary, Oakland 2010 – 2011
- Orff Music Specialist, Elementary Schools in Oakland & Marin 2009 - 2013

MUSIC THERAPY

Founder and Music Therapy Director 1997 – present

Music for Life Music Therapy Services (www.MusicForTherapy.com)

Create and manage programs serving persons with special needs in Alameda,
Contra Costa, Marin, Napa, San Francisco, San Mateo and Solano Counties

Music for Therapy has served various programs including:

- Redwood Heights Elementary School
Funded by the *Oakland Fund for the Arts* in 2011 – 2013 serving children with communication needs and orthopedic impairments caused by severe verbal apraxia, cerebral palsy, autism spectrum disorder, chromosomal abnormalities, or other cortical impairments.

- Napa County Court Probation Schools
for students in probation high schools & teens in Juvenile Hall
- Headstart preschool programs
Funded by 'First 5', supported therapeutic and academic goals of youth with special needs.
- Aldea School Programs
for students (7-10 year old) in special education classrooms with emotional/behavioral problems and teens with a variety of diagnosis.
- Various senior programs
 - including Skilled Nursing Programs and Alzheimer's programs
 - serving individuals in hospice programs and others with specific needs
- PACE Day Programs and other day programs
for adults with mental health, autism and developmental disabilities
- Solano County Special Education for students with autism and Rett's Syndrome
- Group Homes for youth, adults or seniors with autism or mental health needs.
- Kaiser Foundation Rehabilitation Center, Vallejo, CA
for adults rehabilitating from strokes
- Individuals with Autism, Alzheimer's, mental health issues, post-stroke needs, Parkinson's, Traumatic Brain Injury and other diagnoses.

RELATED EXPERIENCE

Music Therapist and Orff Music Specialist for Cantare Con Vivo, Oakland, CA Including preschool and elementary school students with autism	2011 – 2014
HealthRHYTHMS Circles at Lamorinda Music, Lafayette, CA	2014 - present
HealthRHYTHMS Circles at Kaiser Permanente, Richmond, CA	2007 - 2013
Monthly Drummm Circle at Ashkenaz, Berkeley, CA	Sept 2013
Drummm Lifebeat Wellness Circle, Fremont, CA	July 2013
Drummin' for Life for Camp Avenidas for Seniors, Palo Alto, CA	July 2012
Monthly Drummm Circle at Ashkenaz, Berkeley, CA	July 2012
Drum Circle for Kaiser Permanente Health Fair, Mosswood Park, Oakland, CA	Feb 2012

Supervisor of Activity Therapy and Volunteer Services California Pacific Medical Center, Alzheimer's Center, San Francisco, CA Coordinated and provided Activities new Alzheimer's program Supervised staff who provided direct care to residents/patients.	1997 – 1998
Director of Activities, Mercy Retirement & Care Center, Oakland, CA Coordinated and provided Activities for three level, 180 bed facility Supervised 2 full-time staff and 30+ volunteers	1994 – 1997

PARTIAL LIST OF PRESENTATIONS

<i>Creating Special Drum Circles</i> , Seattle World Percussion Festival, Seattle, WA	2005
<i>Creating Special Drum Circles</i> , 2005 Drum Circle Conference, North Hollywood, CA	2005
<i>Educational Drumming</i> , Music-In-Education Annual Symposium, Boston, MA	2005
<i>Music for Therapy</i> , Cultural Arts Council of Sonoma County, Santa Rosa, CA	2005
<i>Music-In-Education</i> , Music in Schools Today, San Francisco, CA	2005
<i>Creating Music Therapy Drum Circles</i> , American Music Therapy Association, Orlando, FL	2005
<i>Music Interventions</i> , Psychiatric Department of Kaiser Permanente, Vallejo, CA	2006
<i>On a Roll: Rhythm and Music Therapy</i> , sponsored by REMO, AMTA, St. Louis, MO in collaboration with Barry Bernstein and Bob Bloom	2006
<i>Play! Sing! Dance! An Interactive Workshop Towards Meeting the Needs of Older Adults</i> Oakland Unified School District's (OUSD) Pleasant Valley Adult School, Oakland, CA	2008
<i>Drummin' in the Classroom</i> , Summer Arts Institute of OUSD, Oakland, CA	2008
<i>Health Rhythms</i> , Kaiser Staff, Richmond, CA	2009
<i>Drummin' in the Classroom</i> , Summer Arts Institute of OUSD, Oakland, CA	2009
<i>On a Roll: More Rhythm-based Music Therapy Strategies</i> , Western Region Conference of AMTA (WRAMTA), Stockton, CA	2009
<i>On A Roll: Successful Strategies toward Group Drumming</i> Five Hour CMTE, <i>AMTA National Conference</i> in San Diego, CA	2009
Teambuilding Drum Workshop, OUSD Classroom Teachers	2010
<i>On a Roll: Drum Circle Facilitation Techniques for Music Therapists</i> in collaboration with John Fitzgerald of Remo, Inc., WRAMTA conference, Long Beach, CA	2011

<i>Rhythms of Seoul</i> in collaboration with John Fitzgerald of Remo, Inc. World Congress of Music Therapy, Seoul, Korea	2011
<i>Rhythm Strategies to benefit Special Needs Populations</i> Workshop at Cosmospic, Seoul, Korea	2011
Music Strategies Professional Develop Workshops for OUSD staff serving students of Technology and Augmentative Communication for Learning Enhancement (T.A.C.L.E.), Funded by the Oakland Fund for the Arts	2012
<i>Music For Therapy's Drummin' Workshop</i> , El Cerrito, CA	2013
Music Strategies Professional Develop Workshops for OUSD staff serving students of T.A.C.L.E., Funded by the Oakland Fund for the Arts	2013
<i>Drummin' in Marin Workshop</i> , San Rafael, CA	2014
<i>The Power of Music Workshop</i> , Lafayette, CA	2014

DRUM CIRCLE FACILITATION

Founder and Drum Circle Facilitator

Pacific Drum Circles (www.PacificDrumCircles.com) 2000 – present

- Facilitate group drumming toward educational, recreational, and wellness outcomes
in diverse settings including Festivals, Children Events and Support Groups
- Endorsed *Drum Circle Facilitator* through Remo, Inc. 2011 to present
- Endorsed *HealthRHYTHMS Facilitator* through Remo, Inc. 2009 to present
- Host HealthRHYTHMS Wellness public programs for Adults and Seniors 2008 - present

PROFESSIONAL SERVICE

President, Western Region, *American Music Therapy Association (formerly NAMT)* 1997–1999

INTERNSHIP

Intern, *River Oaks Psychiatric Hospital*, New Orleans, LA January – June 1994
Completed 1040 hour music therapy internship

MEDIA

Author of *The Bay Area Thrives with Music Therapy in Common Ground* June 2011
Featured in *PBS Healing Quest Video: Drumming for Healing* Oct 2010

OVERVIEW OF CONTINUING EDUCATION

Integrated Learning Specialist Program: Assessment Completed 30 hour course applying Arts Integration frameworks from Project Zero of the Harvard School of Education including Studio Habits of Mind, Teaching for Understanding and Making Learning Visible.	Jan - March 2014
Drum Circle Facilitator's Guild Conference, Pajara Dunes, CA	February 2013
Endorsed Health Rhythms Facilitator Workshop, Valencia, CA	February 2012
Drum Circle Playshop with Arthur Hull, North Hollywood, CA 2011	February
Orff Schulwerk Level III, 80 hour course	Aug 2009
Orff Schulwerk Level II, 80 hour course	Aug 2008
Orff Schulwerk Level I, 80 hour course	Aug 2005
Village Music Circles, 10 Day Mentor and Advanced Training	Aug 2002
Village Music Circles, 7 Day Drum Circle Facilitator Training	Aug 2001

PARTIAL LIST OF PUBLIC EVENTS

Provided Music Therapy Booth at Concert Honoring Baba Olatunji Ashkenaz, Berkeley, CA	April 2013
Local coordinator and co-facilitator for Drum Circles at MacWorld, San Francisco, CA	Jan. 2012 & 2013
Provided Music Therapy Booth at Mickey Hart Concert at the Fillmore San Francisco, CA	July 2012
Co-produced local annual <i>DrumStrong</i> fundraiser, Berkeley, CA	May 2012
Produced Weekend Village Music Circles Training, Oakland, CA	May 2011
Produced and performed at Heart and Seoul Concert, El Cerrito, CA	March 2011
Performed for non-profit Pacific Island Coastal Cultures Organization Fundraiser San Anselmo, CA	Feb 2011
Co-host Benefit for Haiti at La Pena, Berkeley, CA	Feb 2010

References available upon request

[View assistance for SAM.gov](#)

SAM.gov will be down for a maintenance window Saturday, 11/1/2014, from 7:00 AM to 11:00 AM (EDT)

Search Results

Current Search Terms: kathryn* Quain*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.
No records found for current search.

Glossary

Search Results

Entity
Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

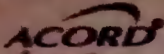
By Functional Area - Performance Information

SAM | System for Award Management 1.0

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

IBM v1.P.20.20141027-1628





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/9/2013

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

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

PRODUCER WALSH CARTER & ASSOC INS SVCS/PHS 556518 P:(866) 467-8730 F:(888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME PHONE (A/C No. Ext) (866) 467-8730	FAX (A/C No.) (888) 443-6112														
	E-MAIL ADDRESS															
INSURED KATHRYN QUAIN DBA MUSIC FOR LIFE MUSIC THERAPY PO BOX 150946 SAN RAFAEL CA 94915		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAME</th> </tr> <tr> <td>INSURER A</td> <td>Sentinel Ins Co LTD</td> </tr> <tr> <td>INSURER B</td> <td>Property & Casualty Co of</td> </tr> <tr> <td>INSURER C</td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAME	INSURER A	Sentinel Ins Co LTD	INSURER B	Property & Casualty Co of	INSURER C		INSURER D		INSURER E		INSURER F	
INSURER(S) AFFORDING COVERAGE	NAME															
INSURER A	Sentinel Ins Co LTD															
INSURER B	Property & Casualty Co of															
INSURER C																
INSURER D																
INSURER E																
INSURER F																

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.

LINE	TYPE OF INSURANCE	ADDL STB (INSR. RLD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab	X	07 338 8231 15	01/19/2014	11/16/2015	EACH OCCURRENCE: 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): 1,000,000 MED EXP (Any one person): 10,000 PERSONAL & ADV INJURY: 2,000,000 GENERAL AGGREGATE: 4,000,000 PRODUCTS - COMP/OP AGG: 4,000,000
	<input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC <input checked="" type="checkbox"/> RETENTION \$10,000			11/22/2013	11/22/2014	EACH OCCURRENCE: 10,000,000 AGGREGATE: 10,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					
B	ANY PROPRIETOR/PARTNER/EXECUTIVE/EMPLOYEE/EMPLOYEE MEMBER EXCLUDED? (Mandatory to NR) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	NA	31 WEC 210000	11/22/2013	11/22/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHERS E L EACH ACCIDENT: 1,000,000 E L DISEASE - EA EMPLOYEE: 1,000,000 E L DISEASE - POLICY LIMIT: 1,000,000
A	Technology E&O		34 SDA TR8155	11/19/2013	11/19/2014	1,000,000/2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (MAX Line Length is 75. Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations. Certificate Holder is an Additional Insured per the Business Liability Coverage Form BS0008 attached to this policy.

CERTIFICATE HOLDER

Oakland Unified School District
 Attn: Contracts Administrator
 900 HIGH ST
 OAKLAND, CA 94601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE

Tara Taylor

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) marilu.boytes@ousd.k12.ca.us

Contractor Information

Contractor Name	Kathryn Quain	Agency's Contact	Kathryn Quain			
OUSD Vendor ID #	I003484	Title	Arts Learning Anchor Schools Facilitator			
Street Address	P. O. Box 150946	City	San Rafael	State	CA	Zip 94915
Telephone	415 299 4767	Email (required)	kathyquain@sbcglobal.net			
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	December 1, 2014	Date work will end	06/30/2015	Other Expenses	\$ 0.00
Pay Rate Per Hour (required)	\$ 60.00	Number of Hours (required)	250		

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
0089	MEAS G ARTS ANCH	998 1118 101	5825	\$ 15,000.00
			5825	
			5825	
Requisition No. (required)	R0151946		Total Contract Amount	\$ 15,000.00

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.	Administrator / Manager (Originator)	Name	Fillmore Rydeen	Phone	510 336-7564
	Site/Department (Name & #)	909 - Teaching & Learning - Visual & Performing Arts Department		Fax	510 482-6773
	Signature	<i>[Signature]</i>		Date Approved	10/21/14
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> 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.	Network Superintendent/Deputy Network Superintendent				
	Signature	<i>[Signature]</i>		Date Approved	11/4/14
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input checked="" type="checkbox"/> Over \$84,100				
	<input 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	<i>[Signature]</i>		Date Approved	
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved		Denied - Reason	Date
Procurement	Date Received			PO Number	P1503491

rec'd ad 11/4/14