

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	14-2134
Introduction Date	11-19-14
Enactment Number	14-1923
Enactment Date	11-19-14 <i>OK</i>



**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)* 11/18/14

**Subject** Professional Services Contract - MBA Project, Inc.  
 - Community Day School (site/department)

**Action Requested** Ratification of professional services contract between Oakland Unified School District and MBA Project, Inc.. Services to be primarily provided to Community Day School for the period of 09/01/14 through 06/12/15.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*  
 Community Day School services at risk students throughout Oakland and the Bay Area. A large segment of the student population has a history of being chronically truant, involved in gangs, on probation, and victims of violence. To help address these issues with students, Mind body awareness (MBA) Project has been contracted to provide emotional literacy skills at the school site.

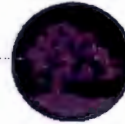
**Discussion**  
*One paragraph summary of the scope of work.*  
 An MBA Project Instructor at Community Day School for a total of 263 hours who will provide weekly group sessions focusing in mindfulness and emotional literacy using a rites of passage curriculum; develop a capstone project to be presented by each youth in the program; and provide one-to-one mentoring for all student, for the period of September 1, 2014 through June 11, 2015.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and MBA Project, Inc.. Services to be primarily provided to Community Day School for the period of 09/01/14 through 06/12/15.

**Fiscal Impact** Funding resource name (please spell out) GP - Instrution  
 not to exceed 10,545.00

- 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**

**PROFESSIONAL SERVICES CONTRACT 2014-2015**

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

1. **Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 09/01/14 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 06/12/15.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Ten Thousand Five Hundred Forty Five Dollars (\$10545). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
  1. Individual consultants:
    - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
    - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
    - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
  2. Agencies or organizations:
    - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: \_\_\_\_\_ which shall not exceed a total cost of \$ \_\_\_\_\_.
6. **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.

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

Professional Services Contract

**OUSD Representative:**

Name: Mekael Johnson  
Site /Dept: 333/Community Day School  
Address: 4917 Mountain Blvd.  
Oakland, CA 94619  
Phone: 510-531-6800

**CONTRACTOR:**

Name: MBA Project, Inc.  
Title: \_\_\_\_\_  
Address: 3700 East 12th St #3B  
Oakland CA 94601  
Phone: 510-410-0720

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

**8. Invoicing**

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

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

9. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

**10. Insurance:**

1. **Commercial General Liability Insurance:** 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.

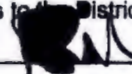
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence 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.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

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

**Professional Services Contract**

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior-written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
1. **Tuberculosis Screening**
  2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.
- Contractor initial: 
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
20. **No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR'S agents, personnel, employee(s), and/or subcontractors) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.  
 CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR'S family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.  
 Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant 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.epls.gov/eplsearch.do>)

**Summary of terms and compensation:**

Anticipated start date: 09/01/14 Work shall be completed by: 09/12/15 Total Fee: \$ 10545

OAKLAND UNIFIED SCHOOL DISTRICT

President, Board of Education Date  
 Superintendent or Designee

[Signature] 11/20/14  
Secretary, Board of Education Date

CONTRACTOR

[Signature]  
Contractor Signature

9/11/2014  
Date

W Roger Miller, Executive Director  
Print Name, Title

File ID Number: 14-2134  
Introduction Date: 11/9/14  
Enactment Number: 14-1923  
Enactment Date: 11/9/14  
By: OR

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

An MBA Project Instructor at Community Day School for a total of 263 hours who will provide weekly group sessions focusing on mindfulness and emotional literacy using a rites of passage curriculum; develop a capstone project to be presented by each youth in the program; and provide one-to-one mentoring for all student for the period of September 1, 2014 through June 11, 2015.

SCOPE OF WORK

MBA Project, Inc. will provide a maximum of 263 hours of services at a rate of \$40.00 per hour for a total not to exceed \$ 10545. Services are anticipated to begin on 09/01/14 and end on 06/12/15.

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.

The MBA Project, Inc. will provide an MBA Project Instructor for a total of 263 hours who will provide weekly group sessions focusing on mindfulness and emotional literacy using a rites of passage curriculum; develop a capstone project to be presented by each youth in the program; and provide one-to-one mentoring for all student for the period of September 1, 2014 through June 11, 2015 in the Not to Exceed Amount of \$10,545.

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.

- 1. Student discipline referrals will decrease by 50% against previous school rates.
2. Teachers will report an increase in students' skills at verbalizing and managing anger as indicated by weekly case management reports from COST Team.
3. Student attendance will increase will increase by 25%.

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

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

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

Please select:

- Action Item Included In Board Approved SPSA (no additional documentation required) – Action Item Number: \_\_\_\_\_**
  - Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.**
    1. **Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.**
    2. **Meeting announcement for meeting in which the SPSA modification was approved.**
    3. **Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.**
    4. **Sign-in sheet for meeting in which the SPSA modification was approved.**
-



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Oakland, CA 94601  
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[www.mbaproject.org](http://www.mbaproject.org)  
+1.415.824.2048

## Mind Body Awareness Project Overview

**Mission:** MBA is an Oakland-based 501(c)(3) organization that teaches mindfulness and emotional intelligence skills to high-risk and incarcerated youth in public schools, juvenile justice centers and the community at-large. Our mission is to help youth transform harmful behavior and live meaningful lives through mindfulness and emotional awareness. Our services are based upon a proprietary curriculum synthesized from best practices in meditation, group-process modalities and socio-emotional learning models.

**MBA Project Goals and History:** MBA has been nationally recognized for its innovation and efforts in the field of mindfulness for high-risk adolescents. Our aim is to empower youth with effective tools, competencies and emotional stamina needed to control negative impulses, manage aggression and mitigate stress. Our unique programs promote self-esteem, emotional competence and self-care. Through mindfulness, counseling and life skills training, MBA builds lifelong internal capacity for youth to choose healthy behaviors, self-regulate their emotions and develop into successful, productive community members. Our long-term goal is to implement a complete continuity of care model where youth receive mindfulness based therapeutic services and life skills training that promote positive relationships and behaviors in juvenile detention, at home, in school and in their communities.

Since inception in 2000, MBA has provided mindfulness-based services to over 5,000 unique youth in four Bay Area counties. MBA helps disrupt the school-to-prison pipeline through groundbreaking work in formal partnership with Alameda County and San Mateo County Juvenile Justice Centers and Oakland Unified School District (OUSD) continuation high schools. MBA is the only agency in collaboration with these public systems that focuses on mindfulness-based programming.

**The Youth We Serve:** Most of the youth that MBA serves grow up in neighborhoods with the highest rates of poverty, abuse, crime and gang activity. For urban youth of color, even a single eruption of violent behavior can lead to suspension, incarceration or severe personal harm with long-term consequences. The youth we serve most often have been victims of violence and many have been perpetrators of violence. They do not have built-in skill sets to deal with significant confrontation in a healthy manner. Yet their need for survival techniques is very real.

**What the MBA Project Does:** The capacity to navigate stress via positive behavioral training can be a lifeline for students who live in constant flight or fight mode. Effective mindfulness training builds the internal capacity of youth to tap into their inherent strengths through empathy, self-esteem, self-awareness and resilience. As one youth named Marcus stated, "It's like you hit pause. You have a remote control for life...all that's going on around you doesn't matter right now; you're just doing you." Through mindfulness-based training, Marcus has learned not only how to pause, stop and reflect, but also how to respond appropriately instead of impulsively reacting to negative stimuli with negative behaviors.

### Board of Directors

Connor Aiken  
Ivy Ang  
Kyra Bobinet, MD, MPH  
Joy Glenwright  
Mona Khalil  
Josh Leichter  
Noah Levine  
Frederick Moore  
Isalah Seret

### Advisory Council

Daniel Goleman, PhD  
Jon Kabat-Zinn, PhD  
Chris McKenna  
George Mumford

### Research Council

John Astin, PhD  
Liz Barnert, MD, MS  
Thao Le, MPH, PhD  
Emilliana Simon-Thomas, PhD  
Susan L. Smalley, PhD  
Susan Turner, PhD  
Angela W. West, PhD

### Executive Staff

Roger Miller, MNA  
*Executive Director*  
Sam Himmelstein, PhD  
*Clinical Director*  
Pamela Fong  
*Grantwriter*  
Kekoa Won  
*Program Coordinator*  
Kathleen Klim  
*Office Manager*



**MBA's work in Action** - MBA partners with OUSD's Alcohol, Tobacco and Drug Prevention and Intervention Department, the Alameda County Juvenile Justice Center and the San Mateo Youth Services Center to deliver mindfulness-based services. We focus on serving the hardest to reach youth, aged 13-21. National research on incarcerated youth suggests that these young people face increased risk factors due to being more likely to come from single-parent homes, have parents or relatives who have been incarcerated; have used or abused drugs and alcohol and have much higher rates of mental health issues than in the general population.<sup>1</sup> Many of them simply have not developed effective coping skills for dealing with stressful life situations and unfortunately, that's exactly what they need in order to establish a life path that won't return them to the penal system. Without investing in their social, emotional and interpersonal wellbeing, we are locking them up and throwing away the key.

**Our Programs:** in response to such critical need, MBA developed the 10-session proprietary rehabilitation curriculum designed specifically to meet the social and emotional needs of high-risk youth with a focus on violence reduction and substance abuse education. Our core philosophy is focused on building authentic heartfelt relationships with the youth we serve.

Each session consists of 8-12 participants in an intervention cohort. The curriculum is based on ten weekly modules on topics including emotional literacy, empathy, interpersonal relationships, forgiveness, and transforming negative beliefs. As each cohort completes the 10-week program, a new cohort will cycle in. Participants will continue to receive one-on-one counseling from their instructors throughout the year to ensure that youth are integrating learnings and continuing their self-awareness exploration.

**2014-2015 Program Objectives:**

- 1) Serve 175 unique youth in three OUSD continuation high schools during the 2014-15 school year, 330 youth in the Alameda Juvenile Justice Center and 110 in the San Mateo Youth Services Center
- 2) Achieve program participant self-reported reduction of 20% in perceived stress and an 18% increase in self-regulation that MBA participants have historically reported<sup>ii</sup>
- 3) Collect and analyze both qualitative and quantitative data and share results with our partner organizations to inform ongoing program improvement.

**Our Team:** MBA's program instructors are a diverse team of trained professionals who deliver excellent mindfulness and therapy services using youth development principles in a culturally competent way: they speak from personal experience in recovery and bring with them solid street credibility. Sam Himmelstein, PhD., serves as Program Director and oversees all components of direct service, training, research and evaluation. Dr. Himmelstein's innovative work has been compiled in his recent book, "*A Mindfulness-Based Approach to Working with High-Risk Adolescents*", by major psychology publisher Routledge in 2013.

**Budget:** Our fee-for-service contracts with OUSD and Alameda and San Mateo counties cover approximately 35% of MBA's 2014 operating budget of \$350,421.

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<sup>i</sup> Snyder, Howard, N, National Center for Juvenile Justice, "An Empirical Portrait of the Youth Reentry Population", 2003; Steinberg, He Len Chung and Michelle Little, "Reentry of Adolescents and the Juvenile Justice System: A Developmental Perspective, 2003

<sup>ii</sup> Himmelstein et al, Mind Body Awareness Project, "Mindfulness training for self-regulation and stress with incarcerated youth-A pilot study", 2012

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : mind\* body\* awareness\***  
**Record Status: Active**

**No Search Results**

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : mba\* project\***  
**Record Status: Active**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/9/2014

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

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

PRODUCER Calender-Robinson Company, Inc. FB0267063 300 Montgomery St., Suite 888 San Francisco CA 94104	CONTACT NAME: Katherine Berkman	
	PHONE (A/C No. Ext): (415) 978-3800 FAX (A/C No.): (415) 978-3825 E-MAIL ADDRESS: kberkman@calrob.com	
INSURED The MBA Project, Inc., DBA: Mind Body 3700 East 12th Street #3B Oakland CA 94610	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Nonprofits' Insurance Alliance	
	INSURER B: Sentinel Insurance Co., LTD	11000
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: CL145910718 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		2014-20589-NPO	5/11/2014	5/11/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one perso) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		2014-20589-NPO	5/11/2014	5/11/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	57WECJW1468	2/13/2014	2/13/2015	<input checked="" type="checkbox"/> WC STATU TORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Social Services Professional Liability		2014-20589-NPO	5/11/2014	5/11/2015	Each occurrence \$ 1,000,000 Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate holder is included as additional insured as per the attached endorsement

CERTIFICATE HOLDER Oakland Unified School District Attn: Risk Management 900 High Street Oakland, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **SCHEDULE**

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured):

Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under written contract, lease or agreement currently in effect or becoming effective during the term of this policy, and for which a certificate of insurance naming that person or organization as additional insured has been issued.

3. Additional Premium: INCLUDED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. **WHO IS AN INSURED** (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule

- B. **THE INSURANCE** provided is primary & non-contributory to any other valid & collectible insurance carried by the additional insured entity.

# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

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.

- For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
- For individual consultants: Proof of negative tuberculosis status within past 4 years.
- For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/portal/public/SAM>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
- For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OAKLAND USD  
SEP 23 2014  
NETWORK

IO (required): Mekael Johnson @ OUSD.K

### Contractor Information

Contractor Name	MBA Project, Inc.	Agency's Contact	Roger Miller			
OUSD Vendor ID #	1008100	Title	Executive Director			
Street Address	3700 East 12th St #3B	City	Oakland	State	CA	Zip 94801
Telephone	510-410-0720	Email (required)	roger@mbaproject.org			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

### Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	09/01/14	Date work will end	08/12/15	Other Expenses	\$ 0
Pay Rate Per Hour (required)	\$ 40.00	Number of Hours (required)	283		

### Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
0000	GP - Instructional	3331110103	5825	\$ 10,545.00
			5825	\$
			5825	\$
<b>Requisition No. (required)</b>	R0161227		<b>Total Contract Amount</b>	\$ 10,545.00

### 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.epls.gov/eplis/search.do>)

1.	<b>Administrator / Manager (Originator)</b>	Name	Mekael Johnson	Phone	510-631-8800	
	Site / Department	333 Community Day School			Fax	510-482-7144
	Signature				Date Approved	09/11/14
2.	<b>Resource Manager, If using funds managed by:</b>	<input type="checkbox"/> State and Federal <input checked="" type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature				Date Approved	
3.	<b>Network Superintendent/Deputy Network Superintendent</b>					
	<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				Date Approved	9/26/14
4.	<b>Chiefs / Deputy Chiefs</b>	Consultant Aggregate <input type="checkbox"/> Under <input 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				Date Approved	
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract					
<b>Legal Required if not using standard contract</b>		Approved		Denied - Reason	Date	
Procurement	Date Received			PO Number	P1502874	