

Board Office Use: Legislative File Info.	
File ID Number	14-0739
Introduction Date	5/28/14
Enactment Number	14-0840
Enactment Date	5/28/14



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

To Board of Education  
Gary Yee Ed.D., Superintendent

From By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date \_\_\_\_\_  
(To be completed by Procurement)

Subject Professional Services Contract Amendment - 1  
Cantare Convivo Oakland CA (Contractor, City/State) -  
Lincoln School (site/department)

**Action Requested** Ratification by the Governing Board of the amendment to the professional services contract between the District and Cantare Convivo. Services to be primarily provided to Lincoln School for the period of 10/28/2013 through 06/12/2014, in an amount not to exceed \$ 9,150.00.

**Background** This amendment will allow students in grades 3-5 to receive an integrated English Language Arts, History and Music curriculum. Cantare Convivo will provide students with a history curriculum that teach world, US and California history through music. Students will learn key historical concepts and vocabulary through this curriculum and will deliver a final presentation of their learning.

*A one paragraph explanation of why an amendment is needed.*

**Discussion** Weekly sessions in each classroom will support language arts development for students in grade 3-5th classrooms. Curriculum will help students strengthen speaking and reading comprehension skills to assist students in improving CELDT levels. Curriculum will provide supplemental activities for students to practice grade-level vocabulary lists.

*One paragraph summary of the amended scope of work.*

**Recommendation** Ratification by the Governing Board of the amendment to the professional services contract between the District and Cantare Convivo. Services to be primarily provided to Lincoln School for the period of 10/28/2013 through 06/12/2014, in an amount not to exceed \$ 9,150.00.

**Fiscal Impact** Funding resource name (please spell out) GP, MEAS G-BASIC SCHOOL SUPPORT, ARTS & MUSIC BLOCK GRANT not to exceed \$ 9,150.00

**Attachments**

- Contract Amendment
- Copy of original contract

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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Cantare Convivo (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 10/28, 2013, and the parties agree to amend that Agreement as follows:

1. **Services:**  The scope of work has changed.  ONLY the funding source has changed.  
**If the scope of work has changed:** Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.  
 Revised scope of work attached. **OR**, The CONTRACTOR agrees to provide the following amended services:  
 Weekly sessions in each classroom will support language arts development for students in grade 3-5 classrooms. Curriculum will help students strengthen speaking and reading comprehension skills to assist students in improving CELDT levels. Curriculum will provide supplemental activities for students to practice grade-level vocabulary lists.

2. **Terms (duration):**  The term of the contract is unchanged.  The term of the contract has changed.  
**If the term has changed:** The contract term is extended by an additional 10 weeks (days/weeks/months), and the amended expiration date is 06/12/2014.

3. **Compensation:**  The contract price is unchanged.  The contract price has changed.  
**If the compensation has changed:** The contract price is amended by  
 Increase of \$ 9,150.00 to original contract amount  
 Decrease of \$ \_\_\_\_\_ to original contract amount  
 and the new contract total is Twenty Eight Thousand Six Hundred Fifty dollars (\$28,650.00)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement.  This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

Maria Santos  
 President, Board of Education  
 Superintendent or Designee  
Edgar Rakestraw, Jr.  
 Secretary  
 Board of Education

4-11-2014  
 Date  
5/29/14  
 Date

Julie Khayton  
 Contractor Signature  
Julie Khayton Director Cantare Children's Chorus  
 Print Name, Title  
3/27/14  
 Date



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.

Weekly sessions in each classroom will support language arts development for students in grade 3-5th classrooms. Curriculum will help students strengthen speaking and reading comprehension skills to assist students in improving CELDT levels. Curriculum will provide supplemental activities for students to practice grade-level vocabulary lists.

SCOPE OF WORK

Cantare Convivo will provide a maximum of 228.75 hours of services at a rate of \$ 40.00 per hour for a total not to exceed \$9,150.00. Services are anticipated to begin on 10/28/2013 and end on 06/12/2014.

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.

Weekly sessions in each classroom will support language arts development for students in grade 3rd-5th classrooms (previously contractor only worked in K-2 classrooms). Curriculum will help students strengthen speaking and reading comprehension skills to assist students in improving CELDT levels. Curriculum will provide supplemental activities for students to practice grade-level vocabulary lists.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Students will demonstrate their increased language arts skills through special presentations for parents and the school community. In addition, parents will participated in special activities that will promote parent engagement and help develop fluency.

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.
-

<b>Board Office Use: Legislative File Info.</b>	
File ID Number:	13-2921
Introduction Date:	01/15/2014
Enactment Number:	14-0051
Enactment Date:	Jan 15, 2014 <i>MS</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

## Memo

**To:** Board of Education  
**From:** GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent  
**Board Meeting Date:** 01/15/2014  
**Subject:** Professional Service Contract  
**Contractor:** Cantare Con Vivo of Oakland, CA  
**Services for:** 133-LINCOLN

**Board Action Requested and Recommendation:** Ratification by the Board of Education of a Professional Services Contract between the District and Cantare Con Vivo, Oakland, CA, for the latter to provide: Weekly sessions of choral instruction in each classroom will support language arts development for English Learners in K-2 classrooms. Curriculum will help English Language Learners strengthen speaking and reading comprehension skills to assist students in improving CELDT levels. Curriculum will provide supplemental activities for English Language Learners to practice grade-level vocabulary lists. for the period of 10/28/2013 through 04/30/2014 in an amount not to exceed \$19,500.00.

**Background:**  
 (A one paragraph explanation of why the consultant's services are needed.)

Cantare Children's Choirs will provide quality music education and meaningful musical experiences that foster a lifelong love of music. In doing so, students will develop increased self-esteem, through discipline, teamwork and healthy social behavior, providing them with essential tools for living successful and productive lives.

**Discussion:**  
 (QUANTIFY what is being purchased.)

Weekly sessions of choral instruction in each classroom will support language arts development for English Learners in K-2 classrooms. Curriculum will help English Language Learners strengthen speaking and reading comprehension skills to assist students in improving CELDT levels. Curriculum will provide supplemental activities for English Language Learners to practice grade-level vocabulary lists.

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OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools Inspiring Students

**Fiscal Impact:** Funding resources below not to exceed \$19,500.00

\$7,634.00 SCHOOL & LIBRARY IMPROVEMENT

\$11,866.00 ARTS AND MUSIC BLOCK GRANTS

**Attachments:** Professional Services Contract including Scope of Work

Waiver Summary

Resume / Statement of Qualifications

EPLS Search Results Page

Insurance Certification (if no Waiver was granted)



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OAKLAND UNIFIED SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

Cantare Con Vivo

This Agreement is entered into between \_\_\_\_\_ (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 10/28/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400.00, whichever is later. The work shall be completed no later than 04/30/2014.

- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Nineteen Thousand Five Hundred Dollars (\$19,500.00) [per fiscal year], at an hourly billing rate not to exceed \$40.00 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: No Reimbursements

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

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

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

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

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

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

- 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: MAUREEN HARTNEY  
Site /Dept.: 133-LINCOLN  
Address: 225 11th Street  
Oakland, CA 94607  
Phone: 510-874-3372

**CONTRACTOR:**

Name: Julie Haydon  
Title: Officer (Business)  
Address: 1611 Telegraph Ave Suite 801  
Oakland, CA 94612  
Phone: 510-836-0789

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.) 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 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:** CONTRACTOR will adhere to the following staff requirements and 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 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.

- 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.epls.gov/eplsearch.do)

- 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. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.

- 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.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

MARIA SANTOS
[ ] President, Board of Education
[X] Superintendent or Designee
Secretary, Board of Education

11/13/2013
Date
Jun 16, 2014
Date

Julie Haydon
Contractor eSignature
11/25/2013
Date
Julie Haydon, Officer (Business)
Print Name, Title

File ID Number: 13-2921
Introduction Date: Jan 15, 2014
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Enactment Date: Jun 15, 2014
By: OA



### 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.

Weekly music education classes during the school day for K-2 students, teaching music fundamentals in a sequential curriculum that will also support language and vocabulary development, and promote community and teamwork among participating students. the curriculum will be based on the content standards of the Visual and Performing Arts Standards. All K-2 classroom will receive 28 sessions and have the opportunity to participate in a community performance.

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.

English Language Learners will demonstrate their increased language arts skills through special presentations for parents and the school community. In addition, parents of English Language Learners will participate in special activities that will promote parent engagement and help develop fluency. Use of choral music instruction to enhance language arts curricular goals will increase student achievement and guide students towards high school and college readiness. Increased English language ability will assist school's large number of English Language Learners to be better prepared for college and career.

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

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

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

Please select:

- Action Item included in Board Approved CSSSP:** (no additional documentation required)

– Item Number(s): Not Applicable  
No Restricted Funds

- 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.





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***ContractsOnline: Contract Waiver Summary***

**Site Number-Name: 133-LINCOLN**

**Principal / Department Head: MAUREEN HARTNEY**

**Contractor Name: Julie Haydon**

**Business Name: Cantare Con Vivo**

**Contract Type: Standard**

**Anticipated Start Date: 10/28/2013**

**Contract End Date: 04/30/2014**

**Rate Type: HOURLY**

**Contract Amount: \$19,500.00**

**Applicable Waivers**

**Approved by Risk Management**

**Insurance-Reduction Waiver Status: NA**

**Waiver-Reduction Type: \$1,000,000 Required**

**Other Reduction Amount: NA**

**Approval Date:**

**Approved by Deputy Superintendent**

**Billing Waiver Status: NA**

**Approval Date:**

**Fingerprint Waiver Status: NA**

**Approval Date:**

**TB Test Waiver Status: NA**

**Approval Date:**

**Julie K. Haydon**

142 SONIA STREET  
OAKLAND, CA 94618

510.725.2057  
JULIEHAYDON@GMAIL.COM

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**PROFESSIONAL SUMMARY**

Experienced choral conductor who successfully draws the best out of singers of all ages to create meaningful and exemplary music making experiences. Resourceful, responsive, organized and energetic leader who is flexible in diverse musical and learning environments and can effectively build connections among singers and in the community.

**EMPLOYMENT HISTORY**

**Cantare Con Vivo** (Oakland,CA) 2002-present  
Director, Cantare Children's Choirs of Oakland

- Direct weekly rehearsals, performances, tours, and summer camp for innovative choral music education program serving 2000 inner-city K-12 students.
- Plan and conduct inter-generational performances with Cantare's adult and children's choirs.
- Reorganized Cantare's outreach program into a formal children's choir program with sequential curriculum and performing ensembles for elementary, middle school and high school voices.
- Select and teach diverse repertoire for mixed voices, treble voices and elementary ensembles.
- Designed and implemented Kodály-based sequential curriculum for in-school programs and a bi-lingual music education program in Spanish.
- Manage staff of twelve teaching artists, volunteers and singers for entire program.
- Initiate and develop collaborations with Oakland schools.
- Participated in commission process with three major choral composers.
- Program received national recognition in 2005 from Chorus America.
- Directed performance for 2007 American Orff-Schulwerk Association conference.

**Trinity Lutheran Church** (Alameda, CA) 2010-present  
Choir Director  
Interim Choir Director Fall 2007

- Directed mixed-voices adult choir at weekly rehearsals, services, special performances
- Diversified offerings to include classical, multi-cultural, gospel and contemporary compositions.
- Strengthened participation of existing members and recruited new singers from the congregation.

**Berkeley Chinese Community Church** (Berkeley, CA) Spring 2008- Spring 2009  
Interim Choir Director

- Directed mixed-voices adult choir at weekly rehearsals, services and special holidays.
- Revived choral program and raised choir's artistic level through ambitious programming and targeted rehearsal strategies.
- Collaborated with worship leaders to teach hymns and spirituals during church services
- Increased choir membership and raised standards for choir participation.

**San Rafael City Schools** (San Rafael, CA) 2000-2004  
Elementary School Music Teacher

- Taught weekly general music classes emphasizing vocal music and recorders.



- Collaborated with classroom teachers for special units enhancing school curriculum.

**Chicago Symphony Orchestra (Chicago, IL) 1999-2000**  
Teaching Artist

- Performed and taught innovative music lessons through Symphony's outreach program.

**SPECIAL TRAINING**

**Choral Conductors Workshop with Rodney Eichenberger 2009, 2010**  
Seaside, OR

**World Symposium on Choral Music 2008**  
Copenhagen, Denmark

**Choral Music Experience- Graduate Choral Conducting Seminar 2007**  
Elon University: Elon, NC

**Choral Conducting Masterclass 2007**  
Auditor, Chorus America: San Francisco, CA

**Graduate Choral Conducting Seminar 2005**  
University of Michigan: Ann Arbor, MI

**EDUCATION**

**Master of Music Education with Kodály Emphasis 2006**  
Holy Names University: Oakland, CA

**Bachelor of Music, Specialization in Flute Performance 2000**  
Northwestern University: Evanston, IL  
Semester abroad in Salzburg, Austria

**ADDITIONAL SKILLS**

**Professional Flutist**

- *Specialize in chamber and contemporary music*

**Singer in Cantare Chorale**

- *Perform diverse repertoire from classical to gospel, International tours: 2005, 2008*

**Proficient in Spanish and German**

- *Extensive experience working with new English learners and their families.*

**PROFESSIONAL AFFILIATIONS**

- Board Member, Northern California Association of Kodály Educators
- American Choral Director's Association
- Chorus America
- International Federation for Choral Music
- National Association of Church Musicians

*References available upon request*

**Emily Ryan**  
**79 B Sanchez Street**  
**San Francisco, CA 94114**  
**(415) 971-0807**  
**[memily22@yahoo.com](mailto:memily22@yahoo.com)**

***Education***

Holy Names University (05/12)  
Masters in Music Education, Kodály emphasis

San Francisco State University (12/06)  
Bachelor of Arts in Music, Classical Voice

***Teaching/Conducting Experience***

San Francisco Girls Chorus (01/07-present)  
Currently act as the Level II Director and previously as the Level III Director.

**SFGC Prep Chorus (09/09-present)**

Act as the Director of the program and teach Kodály-based music classes to children ages five to seven.

**Cantaré Children's Choir of Oakland (9/11-present)**

Teach classroom music to first-graders in Oakland public schools as part of an outreach program developed by Cantaré Children's Choir.

**Music Team San Francisco (08/11-5/1)**

Teach music to first-grade students in an after-school program based on the Venezuelan music education approach, El Sistema.

**Piedmont East Bay Children's Choir (02/11-6/1)**

Teach several Kodály-based music classes to children ages three to six.

**St. Mary the Virgin Children's Choir Director (12/11-6/1)**

Lead children in choral rehearsals and Sunday morning services.

***Choral Experience***

**Volti (09/09-present)**

Perform and record new choral works, usually commissioned by the ensemble.

**Choir at St. Mary the Virgin, San Francisco (09/10-present)**

Provide music for weekly and special-occasion services. Serve as soprano section leader.

**San Francisco Symphony Chorus (11/06-06/09)**

Performed and recorded major symphonic works with San Francisco Symphony.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/29/2013

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).

<b>PRODUCER</b> Diablo Valley Insurance Agency 801 Ygnacio Valley Rd, Ste 100 Walnut Creek, CA 94596 Jay Marie Garcia	Phone: 925-210-1717 Fax: 925-210-1818	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Nonprofits' Ins Alliance of Ca</td> <td>NIAC</td> </tr> <tr> <td>INSURER B: American States Ins Co</td> <td>19704</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> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nonprofits' Ins Alliance of Ca	NIAC	INSURER B: American States Ins Co	19704	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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<b>INSURED</b> Cantare Con Vivo Lalli Samori 1811 Telegraph Ave., Ste. 801 Oakland, CA 94612															

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

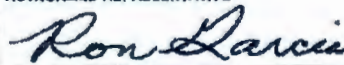
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	201337609	09/08/2013	09/08/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/>						
	A	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		201337609	09/08/2013	09/08/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory for NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	01WC40111110	09/08/2013	09/08/2014	<input checked="" type="checkbox"/> WC STATUTORY 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	

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

Additional insured: Oakland Unified School District as respect to insured's use of facilities throughout the policy period per form G20110196. Evidencing workers compensation.

CERTIFICATE HOLDER      CANCELLATION

<b>OAKLA10</b>  Oakland Unified School District Risk Management 900 High Street Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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POLICY NUMBER: 201337609

COMMERCIAL GENERAL LIABILITY  
CG 20 11 01-96

**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): OAKLAND UNIFIED SCHOOL DISTRICT
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 a 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, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

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.