

Board Office Use: Legislative File Info.	
File ID Number	14-2497
Introduction Date	1-28-15
Enactment Number	15-0144
Enactment Date	1/28/15 0.2



Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by Procurement) 1/28/15

Subject Professional Services Contract - Destiny Arts Center
- 922/After School Programs/CSSS Department (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and Destiny Arts Center. Services to be primarily provided to 922/After School Programs/CSSS Department for the period of 10/01/2014 through 06/30/2015.

Background
A one paragraph explanation of why the consultant's services are needed.
Destiny Arts Center (DAC) provides innovative after school and summer programming focused on violence prevention that integrates performing arts, martial arts, and conflict resolution. DAC has partnered with OUSD school sites for over the past 6 years to provide high quality after school services. DAC has also partnered with the OUSD After School programs Office to provide districtwide professional development to program staff to increase their ability to create engaging classroom cultures that foster students' social-emotional health and well-being. Ongoing professional development of expanded learning staff is key to increase the quality of OUSD's expanded learning programs.

Discussion
One paragraph summary of the scope of work.
Ratification by the Board of Education of a Professional Services Contract between the District and Destiny Arts Center, Oakland, CA, for the latter to work closely with the OUSD After School and Summer Learning units to develop training models that support expanded learning staff in setting classroom expectations, creating well-structured classrooms, ensuring smooth transitions between activities, organizing groups, and using positive discipline, agency will also provide program staff with curriculum that will integrate community building activities into expanded learning programs for the period of October 1, 2014 through June 30, 2015, in an amount not to exceed \$6,000.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and Destiny Arts Center. Services to be primarily provided to 922/After School Programs/CSSS Department for the period of 10/01/2014 through 06/30/2015.

Fiscal Impact Funding resource name (please spell out) 21st CCLC Core - Direct Service not to exceed \$ 6,000.00

- Attachments
- Professional Services Contract including scope of work
 - Fingerprint/Background Check Certification
 - Insurance Certification
 - TB screening documentation
 - Statement of qualifications

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PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between Destiny Arts Center (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 10/01/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100, whichever is later. The work shall be completed no later than 06/30/2015.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Six Thousand Dollars (\$ 6,000.00) [per fiscal year], at an hourly billing rate not to exceed _____ per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

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

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: Julia Ma
Site /Dept.: 922/After School Programs/CSSS Department
Address: 746 Grand Avenue
Oakland CA 94610
Phone: (510) 273-1541
Email: julia.ma@ousd.k12.ca.us

CONTRACTOR:

Name: Sarah Crowell
Title: Artistic Director
Address: 1000 - 42nd Avenue
Oakland CA 94608
Phone: (510) 597-1619
Email: sarah@destinyarts.org

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

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

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:
 - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

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

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
 14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
 15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
 16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
 17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
 18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
 20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
 21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
 22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

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.

Destiny Arts Center will provide training and curriculum on Creating an Engaging Classroom Culture for elementary and middle school program staff from 25 expanded learning programs across the school district. DAC will offer 4 training sessions, lasting three hours per session. Their trainings will reach up to 100 program staff who in turn will serve up to 2000 students in OUSD after school and summer programs.

Destiny Arts Center

Professional Development Proposal:

OUSD Expanded Learning Programs

Destiny's professional development workshops are a fun, experiential way to introduce fresh curriculum concepts to educators, school administrators and community leaders. Destiny brings over 20 years of training experience to the table. Our professional facilitators have run workshops in numerous academic institutions, conferences and community arts settings throughout the country, integrating our violence prevention, team building, leadership and arts education curricula. Through our trainings, educators will walk away with values driven techniques that enrich classroom and school environments.

Workshop: Creating an Engaging Classroom Culture

Creating an Engaging Classroom Culture will offer practical strategies in Destiny's process of creating a classroom culture of welcome wherein students can develop new tools for communication and self-expression, which support a common set of goals and values.

- Setting classroom expectations
- Teaching signals (e.g. clap signals, peace sign etc.)
- Class structure and lesson planning
- Smooth transitions between activities
- Organizing groups – lining up, circling up, windows, lines, partners, breakout groups etc.
- Positive discipline
- Non-evaluative language
- Group building games - energizing, calming, focusing
- Relationship building (Intentional, appropriate, authentic)
- Developing intuition in the classroom – sensing and responding to the need of your class

Fee

\$500 per hour with a minimum of two facilitators (this includes all preparation time)

Total of four three-hour sessions for middle school and elementary school line staff.

Total Cost: \$6,000

Destiny Staff Biographies

Sarah Crowell

Sarah Crowell has worked at Destiny Arts Center since 1990 as a dance teacher, artistic director, workshop facilitator and program development director, and served as the organization's executive director from 2002-2007.

Sarah has been a dancer and an arts educator for 25 years. She has taught dance, theater and violence prevention to youth and educators locally and nationally in schools and community centers since 1990. She directed the dance program at Lick-Wilmerding High School in San Francisco, CA for 3 years, and directed an award-winning hip-hop dance ensemble at the East Bay Center for the Performing Arts in Richmond, CA for 5 years. At Destiny Sarah co-founded the Destiny Arts Youth Performance Company in 1993, a troupe for teens to co-create original movement/theater productions based on their own experiences. The company now performs for over 20,000 audience members a year at conferences, festivals and other community events.

Sarah received 9 California Arts Council Artist in Residency grants for her work at Destiny and a National Endowment for the Arts grant to author a curriculum guide for artists working with teens called *Youth on the Move: a teacher's guidebook to co-creating original movement/theater performances with teens*. Sarah is the recipient of the 2013 Bay Area Dance Week Dancer's Choice award, the 2011 KPFA Women History Month Local Hero award, the 2007 KPFA peace award and the 2006 Purple Moon DreamSpeakers award.

Sarah performed and toured nationally with modern, jazz and dance/theater companies in Boston and the Bay Area, including Impulse Jazz Dance Company and the Dance Brigade, between 1984 and 2000. She also directed and performed with the dance/theater company i am! Productions between 1994 and 2002, which featured a two-woman show called *Portrait of a Girl from Nowhere... an urban fairy tale*. The piece explored issues of bi-racial identity through modern and hip-hop dance, theater, poetry and song.

Ethan Zatzko

In 2009, **Ethan Zatzko** joined the Destiny team as a seasoned nonprofit and youth development professional. His most recent work previous to that at Destiny Arts Center was with Youth Ministries for Peace and Justice, in the Bronx River section of the South Bronx. There, Ethan provided mentorship, academic advocacy, and a dedicated concern for young people's holistic well-being as he worked to grow their capacity to organize their communities towards

environmental justice, education reform, police reform, and immigrants' rights. Ethan also worked with stratified stakeholders to develop local leadership and steward neighborhood and regional community organizing campaigns.

Ethan holds a B.A. in Community Studies from the University of California Santa Cruz, and is a certified mediator for conflict management, having completed training in excess of California state standards. In 2010, Ethan was selected to be a U.S. Delegate to a five-year global "Man Up" campaign to end violence against women and girls, and was hosted at the kick-off event in Johannesburg, South Africa. He was featured in "The Monthly" as one of its forty favorite local movers and shakers, was an invited speaker at the EPA's environmental justice listening session in New York City, and has appeared on television, radio and in print in regards to his work in pursuit of social justice. Ethan has worked with city government to pass resolutions towards environmental protection, and with local, regional, state and federal elected officials to preserve and improve human rights. An Oakland native, Ethan has always held firm his commitment to anti-racism, social justice, and to emphasizing and supporting the prophetic voices of young people. In his free time, Ethan continues to design and facilitate trainings for youth organizers in the Bay Area and support local community organizing efforts. Ethan is also a Destiny Arts Center alum and maintains that his experiences at Destiny were among the most formative of his life. He considers his current position at Destiny a "true full-circle return."



OUTREACH PROGRAMS

DESTINY IN SCHOOLS
COMMUNITY WORKSHOPS
PROFESSIONAL DEVELOPMENT



1000 42nd Street, Oakland, CA | 510.597.1619 | www.destinyarts.org



DESTINY ARTS CENTER provides innovative after-school and weekend violence prevention programming that integrates performing and martial arts with practical awareness and conflict resolution skills. Our purpose is to teach children and young adults tools to inspire positive and effective participation in their schools and communities. ■ ■

WHAT WE DO

Destiny Arts Center's outreach programs provide effective and dynamic enrichment opportunities for youth, educators, school administrators, and community leaders. Through the introduction of the principles of our Warrior's Code (a code of ethics that fosters love, respect, honor, care, responsibility and peace), the steps outlined in our Five Fingers of Violence Prevention (includes self-defense and conflict resolution training), participants of all ages learn to transform fear into power and act with confidence and resiliency. At the completion of our programs, our alumni know how to combat preventable acts of violence and become active participants in their communities.

We offer our peace-building programs in three formats:

1) Destiny in Schools Programs enable youth to discover the Destiny curriculum through one month to year-long residencies. Each program combines professional instruction in a variety of arts disciplines with a clearly articulated philosophy of peaceful conflict resolution. Destiny's professional teaching artists teach youth to avoid or diffuse potentially violent or dangerous situations, build a more holistic sense of self, increase empathy for others, and augment youths' capacity for productive self expression. Students also develop physical fitness through rigorous classes and performances held at your school site and at our North Oakland center. Over the years, Destiny Arts Center has partnered with hundreds



of schools to achieve powerful and proven results. According to a 2010 self assessment, 81% of program participants said that they treat people who are different from themselves with more respect, and 82% of program participants said that they deal with conflicts more peacefully. By including Destiny Arts Center as an enrichment program, your school can develop a more positive and creative environment for students and faculty alike.

"I learned the 5 FINGERS OF VIOLENCE PREVENTION & how to protect myself if someone tries to hurt me."

"Destiny Arts Center has helped make me a better LEADER, LEARNER, and DANCER."

"This was my first time having the pleasure to work with Destiny Arts. It was the best decision that I have ever made for my students. You have a very talented team and my students were enriched by their gifts. Thank you!"

EDDIE SCURGGS SMITH, PRINCIPAL
Lafayette Elementary School, Oakland

2) Community Workshops incorporate our violence prevention curriculum, team building activities, and artistic disciplines into one-time or short-term sessions aimed at fostering an open dialogue around challenges faced in your school or community. Workshops can be taught in the context of an overarching theme of your selection, using movement-based arts as the vehicle of instruction. For example, your organization or community group can develop cultural and social awareness when workshops are planned to focus on a cultural event or holiday such as Hispanic Heritage Month, Black History Month, and National Women's Day.

3) Professional Development Trainings are a fun, experiential way to introduce Destiny Arts Center's philosophy of peace-building, arts integration and cultural competency to educators, school administrators, and community leaders. Learn step-by-step how to establish your own unique violence prevention program in your school or community organization, how to create original dance/theater work with children and teens, how to build rapport with your program participants, how to teach our conflict resolution curriculum, and more. Curriculum materials are included with all of our Professional Development Trainings.

GETTING STARTED

Establishing an outreach program starts with a conversation with Destiny's Outreach Programs Director. Together, we'll determine what program and schedule best fits your needs. Our recommended packages present a clear template that articulates pricing and scope of work options designed to achieve maximum results.



WHO WE ARE

More than two decades ago, our founders had a dream: to create a space where young people could learn to prevent violence in their lives and share a message of peace with their communities. Each year, thousands of children and adults attend Destiny Arts Center workshops, performances and events led by our professional teaching artists and students. Our many dedicated volunteers are also essential to our success. Together, we've built Destiny Arts Center into a leading violence prevention, youth development and arts education center that moves over 4,000 young people to peace annually.



DESTINY
ARTS CENTER

CONTACT US

For more information about Destiny, please contact:



SALIM ROLLINS

Outreach Programs Director

OFFICE: (510) 597-1619 x107

FAX: (510) 597-1620

EMAIL: salim@destinyarts.org

WEB: www.destinyarts.org

MOVING FOR PEACE



SAM Search Results
List of records matching your search for :

Search Term : Destiny* Arts* Center*
Record Status: Active

ENTITY	Destiny Arts Center	Status:Active
DUNS: 928242379	+4:	CAGE Code: 4AUY2 DoDAAC:
Expiration Date: Feb 26, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 970 Grace Ave		
City: Emeryville	State/Province: CALIFORNIA	
ZIP Code: 94608	Country: UNITED STATES	

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.

As a result of Destiny Arts Center's professional development and curriculum, up to 25 OUSD expanded learning programs will have stronger program culture and climate. This project will impact up to 2000 students participating in OUSD after school and summer programs. Program staff will have increased skill sets to create engaging classroom cultures in the after school and summer settings. As a result, students participating in these programs will have increased engagement in the school community (including improved school day attendance), improved relationships with peers and caring adults, and increased opportunities to practice social-emotional learning skills. DAC curriculum and training directly supports the youth development quality standards that guide OUSD's expanded learning programs.

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

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

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

Please select:

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

NOTEPAD:

HOLDER CODE
INSURED'S NAME **Destiny Arts Center**

DESTAR1
OP ID: NW

PAGE 2
Date **12/16/2014**

Oakland Unified School District is included as Additional Insured per the attached policy form #CG2026 0704, provided it is required in a written contract between the Named Insured and a Certificate Holder.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
--

<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>
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<p>Oakland Unified School District</p>
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<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

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

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

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

OUSD Staff Contact Emails about this contract should be sent to: (required) Renee.McMearn@ousd.k12.ca.us

Contractor Information

Contractor Name	Destiny Arts Center		Agency's Contact	Sarah Crowell				
OUSD Vendor ID #	1021398		Title	Artistic Director				
Street Address	1000 - 42nd Avenue		City	Oakland	State	CA	Zip	94608
Telephone	(510) 597-1619		Email (required)	sarah@destinyarts.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	10/01/2014	Date work will end	06/30/2015	Other Expenses	
Pay Rate Per Hour (required)		Number of Hours (required)			

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
4124	21st CCLC	9221862402	5825	\$ 6,000.00
			5825	
			5825	
Requisition No. (required)	R0152684		Total Contract Amount	\$ 6,000.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>)

1.	Administrator / Manager (Originator)	Name	Julia Ma	Phone	(510) 273-1541	
	Site / Department	922/After School Programs/CSSS Department			Fax	
	Signature	<i>Julia Ma</i>			Date Approved	12/15/14
2.	Resource Manager , if using funds managed by:	<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Community Schools and Student Services				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature	<i>Renee McMearn</i>			Date Approved	12/15/14
3.	Regional Executive Officer	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
	Signature	<i>Clutteris Sanchez</i>			Date Approved	12/15/14
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
	Signature	<i>Don Dube</i>			Date Approved	12/19/14
5.	Superintendent, Board of Education Signature on the legal contract					
Legal	Required if not using standard contract	Approved	Denied - Reason		Date	
Procurement	Date Received		PO Number	P150477		