

Board Office Use: Legislative File Info.	
File ID Number:	14-0342
Introduction Date:	03/26/2014
Enactment Number:	
Enactment Date:	



Memo

To: Board of Education

From: GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent

Board Meeting Date: 03/26/2014

Subject: Professional Service Contract

Contractor: Attitudinal Healing Connection, Inc of Oakland, CA

Services for: 183-PLACE @ PRESCOTT

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Attitudinal Healing Connection, Inc, Oakland, CA, for the latter to provide: AHC will provide an Artist in Residence at PLACE @ Prescott to use the side by side professional development model to teach cultural arts-drumming. The Artist in Residence will work with teachers to integrate cultural arts with the common core standards, while teaching the students. Students will be able to use rhythm and sound to relate to math, science, social studies and language arts (i.e. - through fractions, addition, wind, sound and vibrations, connecting cultures, writing poetry and stories). Services will be provided for all 225 PLACE @ Prescott students and 10 teachers for 134 hours for the period of 01/06/2014 through 06/04/2014 in an amount not to exceed \$12,000.00.

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

Currently, Oakland Unified School District has limited capacity to offer cultural arts curriculum integrated with the common core standards. Many students do not have access to the arts, specifically cultural arts, which includes learning about other countries and their cultures. There is a need to provide arts integrated, common core standards based curriculum for all students, while providing side by side professional development for teachers. AHC has provided Artists in Residence for the past 15 years, integrating the arts in core curriculum, throughout schools in OUSD. Students and teachers will benefit from these services, as students will be provided with instruction, and teachers will be provided with professional development and tools.

Discussion:
(QUANTIFY what is being purchased.)

AHC will provide an Artist in Residence at PLACE @ Prescott to use the side by side professional development model to teach cultural arts-drumming. The Artist in Residence will work with teachers to integrate cultural arts with the common core standards, while teaching the students. Students will be able to use rhythm and sound to relate to math, science, social studies and language arts (i.e. - through fractions, addition, wind, sound and vibrations, connecting cultures, writing poetry and stories). Services will be provided for all 225 PLACE @ Prescott students and 10 teachers for 134 hours

Board Office Use: Legislative File Info.	
File ID Number:	14-0342
Introduction Date:	03/26/2014
Enactment Number:	
Enactment Date:	



Fiscal Impact: Funding resources below not to exceed \$12,000.00
\$12,000.00 MEASURE G PARCEL TAX

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)

Board Office Use: Legislative File Info.	
File ID Number	14-0342
Introduction Date	03/26/2014
Enactment Number	
Enactment Date	



OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between Attitudinal Healing Connection, Inc
(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 01/06/2014, 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 06/04/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Twelve Thousand Dollars (\$12,000.00) [per fiscal year], at an hourly billing rate not to exceed \$75.00 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.
- 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:

OUSD Representative:

Name: ENOMWOYI BOOKER
Site /Dept.: 183-PLACE @ PRESCOTT
Address: 920 Campbell Street
Oakland, CA 94607
Phone: 510/874-3333

CONTRACTOR:

Name: Kokomon Clotley
Title: Officer (Executive)
Address: 3278 West Street
Oakland, CA 94608
Phone: 510-652-5533

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.

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/eplis/search.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

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

02/07/2014
Date

Secretary, Board of Education

Date

CONTRACTOR

Kokomon Clotley
Contractor eSignature
02/10/2014
Date

Kokomon Clotley, Officer (Executive)
Print Name, Title

ContractsOnline: Contract Waiver Summary

Site Number-Name: 183-PLACE @ PRESCOTT

Principal / Department Head: ENOMWOYI BOOKER

Contractor Name: Kokomon Clottey

Business Name: Attitudinal Healing Connection, Inc

Contract Type: Standard

Anticipated Start Date: 01/06/2014

Contract End Date: 06/04/2014

Rate Type: HOURLY

Contract Amount: \$12,000.00

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:

Attitudinal Healing Connection, Inc. (AHC)

Statement of Qualifications

Since 1995, ArtEsteem – an art, literacy, and social-competence program offered by the Attitudinal Healing Connection, Inc. – has helped develop creative, engaged, and successful children/youth through building positive emotional, social, intellectual, artistic, and academic skills and attitudes. ArtEsteem’s subprograms and activities support several areas of child/youth development, and serve various facets of school communities. During school and after school Visual Arts, Cultural Arts (rhythm, sound, and movement), Architecture and Design, Digital Media and Fashion Design classes combine Attitudinal Healing principles, art instruction, and classroom-management tools in a standardized curriculum. ArtEsteem also trains educators in art curricula and integrating the arts into core curriculum, through visually engaging lessons and methods that enhance educational content and involve students in creative, hands-on ways to improve their comprehension, critical thinking, and achievement.

ArtEsteem serves schools in Oakland and throughout Alameda County. Schools specifically in Oakland Unified School District that ArtEsteem currently serves and has served in the past are:

Hoover Elementary – 1995 – present

Lowell Middle School – 2001/2002 – 2005/2006 (school closed)

Village Academy – 2001/2002 (school closed)

Laurel Elementary – 2003/2004

Santa Fe Elementary – 2004/2005 – 2011/2012 (school closed)

Rudsdale Academy – 2004/2005, 2012/2013 - present

KIPP Bridge College Preparatory – 2003/2004 – 2008/2009

McClymonds Educational Complex (including BEST & EXCEL) – 2004/2005 – 2012/2013

Acorn Woodland – 2005/2006 – 2006/2007

Frick Middle School – 2005/2006 – present

Kizmet Middle School – 2005/2006 (school closed)

Claremont Middle School – 2006/2007 – present

Carl B. Munck – 2006/2007 – present

Sherman Elementary – 2006/2007 (school closed)

Prescott Elementary – 2006/2007 – present

Community United Elementary – 2007/2008 – 2010/2011

Bridges Elementary – 2007/2008

Markham Elementary – 2007/2008

Stonehurst Elementary – 2007/2008 – 2008/2009

Arise High School – 2007/2008

Burkhalter Elementary – 2007/2008

Explore College Preparatory Middle School – 2008/2009 (school closed)

Havenscourt Middle (Roots/CCPA) – 2008/2009

Cole Middle School – 2008/2009

West Oakland Middle School – 2007/2008 – present

California College Preparatory – 2008/2009

Futures Elementary – 2008/2009 – 2010/2011

Korematsu Academy & Esperanza Elementary – 2008/2009 – 2010/2011 (school closed)

Washington Elementary – 2006/2007 – 2007/2008 (school closed)

Westlake Middle School – 2009/2010 – present



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/25/2013

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

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

PRODUCER Calender-Robinson Company, Inc. 300 Montgomery St., Suite 888 San Francisco CA 94104	INSURED Attitudinal Healing Connection, Inc. 3278 West Street Oakland CA 94608
CONTACT NAME: Katherine Berkman PHONE (415) 978-3800 FAX (415) 978-3825 E-MAIL: kberkman@calrod.com ADDRESS: kberkman@calrod.com	INSURER A: Nonprofits' Insurance Alliance INSURER B: Zurich American Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:
INSURER(S) AFFORDING COVERAGE NAIC #	REVISION NUMBER:

COVERAGES
CERTIFICATE NUMBER: CL1312509899
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 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			2013-09032-NPO	12/8/2013	12/8/2014	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 \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS HIRED AUTOS X			2013-09032-NPO	12/8/2013	12/8/2014	COMBINED SINGLE LIMIT (ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB X EXCESS LIAB X RETENTION \$10,000			2013-09032-UMB-NPO	12/8/2013	12/8/2014	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PRIOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N		N/A	WC 919587200	5/31/2013	5/31/2014	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)
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

AUTHORIZED REPRESENTATIVE
Katherine Berkman

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.