

Board Office Use: Legislative File Info.	
File ID Number	13-0393
Introduction Date	03-13-13
Enactment Number	13-0164
Enactment Date	3/13/13



# Memo

**To** The Board of Education

**From** Tony Smith, Ph.D., Superintendent  
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
 Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date**  
 (To be completed by Procurement) 3/13/13

**Subject** Professional Services Contract -  
Attitudinal Healing Connection Oakland CA (contractor, City State)  
Frick Middle School (site/department)

**Action Requested** Ratification of a professional services contract between Oakland Unified School District and Attitudinal Healing Connection. Services to be primarily provided to Frick Middle School for the period of 01/28/2013 through 06/13/2013.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.* Currently, Oakland Unified School District has limited capacity to offer arts curriculum integrated with the common core standards, taught by an Artist in Residence. There is a need to teach students the arts, while providing side by side professional development for teachers on how to integrate visual and cultural art in the curriculum. Attitudinal Healing Connection 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**  
*One paragraph summary of the scope of work.* Attitudinal Healing Connection will provide 2 Artists in Residence at Frick Middle School to use the side-by side professional development model, where teachers and students simultaneously learn. The Artists in Residence will work with teachers to integrate visual and cultural art into the curriculum, based on the common core standards. Students will be able learn a variety of art skills and use different mediums, as well as create rhythms and learn about rhythm and sound. Services will be provided from January 28, 2013, to June 13, 2013, for the 23 teachers and 360 students. There will be a total of 263 hours, for an amount not to exceed \$19,760.80.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and Attitudinal Healing Connection. Services to be primarily provided to Frick Middle School for the period of 01/28/2013 through 06/13/2013.

**Fiscal Impact** Funding resource name (please spell out) Measure G - Arts  
 not to exceed \$ 19,760.80

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

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	13-0393
Introduction Date	3/13/13
Enactment Number	13 2464
Enactment Date	3/13/13



OAKLAND UNIFIED SCHOOL DISTRICT

### PROFESSIONAL SERVICES CONTRACT 2012-2013

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

- Services:** The 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 01/28/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/13/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Nineteen thousand, seven hundred sixty dollars and eighty cents Dollars (\$19,760.80). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

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

**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.

- 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: Jerome Gourdine  
Site /Dept.: Frick Middle School  
Address: 2845 64th Avenue  
Oakland, CA 94605  
Phone: (510) 729-7736

CONTRACTOR:

Name: Attitudinal Healing Connection  
Title: Service Provider  
Address: 3278 West Street  
Oakland CA 94608  
Phone: (510) 652-5530

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

8. Invoicing

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

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

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

10. Insurance:

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

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

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

OR

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

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

Professional Services Contract

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

Contractor initial: KC

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or 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 access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.  
  
CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.  
  
Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/epls/search.do>)

**Summary of terms and compensation:**

Anticipated start date: 01/28/2013 Work shall be completed by: 06/13/2013 Total Fee: \$ 19,760.80

**OAKLAND UNIFIED SCHOOL DISTRICT**

Maria Mantos  
 President, Board of Education  
 Superintendent or Designee

2-25-2013  
 Date

**CONTRACTOR**

K City  
 Contractor Signature  
1/23/13  
 Date

[Signature]  
 Secretary, Board of Education

[Signature]  
 Date

Attitudinal Healing Connection Service Provider  
 Print Name, Title

**Certified:**  
[Signature]  
1/14/13  
**Edgar Rakestraw, Jr., Secretary**  
 Board of Education

File ID Number: 13-0393  
 Introduction Date: 3/13/13  
 Enactment Number: 13-0464  
 Enactment Date: 3/13/13  
 By: OR

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Attitudinal Healing Connection will provide 2 Artists in Residence at Frick Middle School to use the side-by side professional development model, where teachers and students simultaneously learn. The Artists in Residence will work with teachers to integrate visual and cultural art into the curriculum, based on the common core standards. Students will be able learn a variety of art skills and use different mediums, as well as create rhythms and learn about rhythm and sound. Services will be provided from January 28, 2013, to June 13, 2013, for the 23 teachers and 360 students. There will be a total of 263 hours, for an amount not to exceed \$19,760.80.

SCOPE OF WORK

Attitudinal Healing Connection will provide a maximum of 263.00 hours of services at a rate of \$75.00 per hour for a total not to exceed \$19,760.80. Services are anticipated to begin on 01/28/2013 and end on 06/13/2013.

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.

Attitudinal Healing Connection will provide 2 Artists in Residence at Frick Middle School to use the side-by side professional development model, where teachers and students simultaneously learn. The Artists in Residence will work with teachers to integrate visual and cultural art into the curriculum, based on the common core standards. Students will be able learn a variety of art skills and use different mediums, as well as create rhythms and learn about rhythm and sound.

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.

Attitudinal Healing Connection will provide 2 Artists in Residence at Frick Middle School to use the side-by side professional development model, where teachers and students simultaneously learn.

1. Eighty five percent (85%) of students will graduate after experiencing an engaging curriculum that will integrate the arts into core curriculum. Their engagement will assist them in passing their middle school core classes so that they may move on to high school with those skills and continue to grow them and reach graduation and beyond.

2. Ninety percent (90%) of students will attend school and improve the attendance rate because of the engaging curriculum that will be offered. The curriculum will include meaningful lesson plans that connect to life, encouraging them to attend school and not engage in misbehavior during class.

3. Eighty percent (80%) of students will be able to increase their chances of having meaningful internships or paying jobs because of their successful experience in the classes. The arts integration allows students see how the arts are connected to real life skills.

4. One hundred percent (100%) of students will also have access to Attitudinal Healing Connection's non-traditional mental health, including healing circles, Attitudinal Healing principles, and Restorative Justice circles, just by participating in the program.

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.
-

# 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), and Fashion Design classes combine Attitudinal Healing principles, art instruction, and classroom-management tools in a standardized curriculum linked to the State of California Academic Content Standards. ArtEsteem also trains educators in art curricula, as well as in support of academic subjects, to assist their development of 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  
KIPP Bridge College Preparatory – 2003/2004 – 2008/2009  
McClymonds Educational Complex (including BEST & EXCEL) – 2004/2005 – present  
Acorn Woodland – 2005/2006 – 2006/2007  
Frick Middle School – 2005/2006 – present  
Kizmet Middle School – 2005/2006  
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  
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)  
LeConte Elementary – 2007/2008 – present  
Washington Elementary – 2006/2007 – 2007/2008 (school closed)  
Coliseum College Prep Academy (CCPA) – 2009/2010  
Westlake Middle School – 2009/2010 – present  
Cragmont Elementary – 2010/2011





**EMPLOYERS COMPENSATION INS CO**  
A Stock Company

**WORKERS' COMPENSATION AND EMPLOYERS  
LIABILITY INSURANCE POLICY**

Policy Number	Policy Period	
	From	To
EIG 1145683 03	05/31/2012 12:01 A.M. Standard Time at the described location	05/31/2013

RENEWAL DECLARATION Transaction

**INFORMATION PAGE**  
**CARRIER NAME** EMPLOYERS COMPENSATION INS CO **Prior Policy Number**  
**NCCI Carrier #** 41394 **WCIRB CARRIER#** 00441 **EIG** 114568302

Named Insured and Address	Agent Address
ATTITUDINAL HEALING CONNECTION 3278 WEST STREET OAKLAND CA 94608	CALENDER-ROBINSON COMPANY INC 300 MONTGOMERY ST #888 SAN FRANCISCO, CA 94104
	Telephone: 415-978-3800 0251000

**Other Workplaces Not Shown Above:** See Schedule  
**Extended Named Insured:** See Schedule

**FEIN #** 943178158  
**Legal Entity:** NOT-FOR-PROFIT  
**Bureau/Risk ID:**  
**Unemployment Id Number:**

**ITEM 2. POLICY PERIOD** is from 12:01 A.M., 05/31/2012 to 12:01 A.M., 05/31/2013 Standard Time at the insured's mailing address.

**ITEM 3. COVERAGE**

- A. Workers' Compensation Insurance:** Part One of the policy applies to the Workers' Compensation Law of the states listed here: CA
- B. Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part Two are:
 

Bodily Injury by Accident	\$ 1,000,000	Each Accident
Bodily Injury by Disease	\$ 1,000,000	Policy Limit
Bodily Injury by Disease	\$ 1,000,000	Each Employee
- C. Other States Insurance:** Part Three of the policy applies to the states, if any, listed here:  
All states EXCEPT monopolistic states
- D. This policy includes these endorsements and schedules:** See Endorsement Schedule.

**ITEM 4. PREMIUM**

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit. See Extension of Information Page.

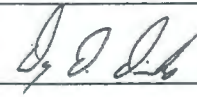
**C L A S S I F I C A T I O N S**

**SEE SCHEDULE OF CLASSIFICATIONS ON FOLLOWING PAGE(S)**

Minimum Premium	Deposit Premium	Total Estimated Annual Premium	Interim Adjustment of Premium
\$500	\$358.80	\$2,625	Annual

**Servicing Office**  
 EMPLOYERS COMPENSATION INS CO  
 7110 NORTH FRESNO STREET, SUITE 250  
 FRESNO, CA 93720-2999

**Group Code:**

**Authorized Representative:**   
**Countersigned by:** \_\_\_\_\_  
**Date:** 04/11/2012

INSURED COPY  
Page 1 of 4



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2012

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

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

PRODUCER Calender-Robinson Company, Inc. FB0267063 300 Montgomery St., Suite 888 San Francisco CA 94104	CONTACT NAME: Katherine Berkman	
	PHONE (A/C No. Ext): (415) 978-3800 FAX (A/C No.): (415) 978-3825	
	E-MAIL ADDRESS: kberkman@calrob.com	
INSURED Attitudinal Healing Connection, Inc. 3278 West Street Oakland CA 94608	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Nonprofits' Insurance Alliance	
	INSURER B: Employers Compensation Ins Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: CL12111508096 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		2012-09032-NPO	12/8/2012	12/8/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 20,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		2012-09032-NPO	12/8/2012	12/8/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	2012-09032-UMB-NPO	12/8/2012	12/8/2013	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$ 10,000				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		EIG 1145683 03	5/31/2012	5/31/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				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

## CANCELLATION

Oakland Unified School District  
1025 - 2nd Avenue  
Oakland, CA 94606

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

1/22/13

System for Award Management

### Search Results

**Current Search Terms: attitudinal\* healing\* connection\* inc\***

Your search for "attitudinal\* healing\* connection\* inc\*" returned the following results..

Entity	ATTITUDINAL HEALING CONNECTION INC	Status: Active ?
DUNS: 109263561	CAGE Code: 4AM15	<a href="#">View Details</a>
Has Active Exclusion?: No	DoDAAC:	

SAM | System for Award Management 1.0

IBM v1.564.20130111-1646

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



# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

### 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 type="checkbox"/> For All Consultants: Results page of the Excluded Party List ( <a href="https://www.epls.gov/epls/search.do">https://www.epls.gov/epls/search.do</a> )
	<input type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input 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) [elsa.varela@ousd.k12.ca.us](mailto:elsa.varela@ousd.k12.ca.us)

### Contractor Information

Contractor Name	Attitudinal Healing Connection	Agency's Contact	Amana Harris				
OUSD Vendor ID #	I016350	Title	Associate Director				
Street Address	3278 West Street	City	Oakland	State	CA	Zip	94608
Telephone	(510) 652-5530	Email (required)	amana@ahc-oakland.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	01/28/2013	Date work will end	06/13/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 75.00	Number of Hours (required)	263.00		

### Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
0089	Measure G - Arts	2031118199	5825	\$ 19,760.80
			5825	\$
			5825	\$
<b>Requisition No. (required)</b>	RO310576		<b>Total Contract Amount</b>	\$ 19,760.80

### Approval and Routing (in order of approval steps)

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

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

1.	<b>Administrator / Manager (Originator)</b>	Name	Jerome Gourdine		Phone	(510) 729-7736
	Site / Department	Frick Middle School			Fax	(510) 729-7739
	Signature	<i>J. Gourdine</i>			Date Approved	1/23/13
2.	<b>Resource Manager, if using funds managed by:</b>	<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature				Date Approved	
3.	<b>Regional Executive Officer</b>	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site <input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>[Signature]</i>			Date Approved	2-11-13
	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000					
4.	Signature	<i>Maria Santos</i>			Date Approved	2-25-2013
	<b>Superintendent, Board of Education</b> Signature on the legal contract					
<b>Legal</b>	Required if not using standard contract	Approved		Denied - Reason		Date
<b>Procurement</b>	Date Received			PO Number	P1306226	

2448

