

Board Office Use: Legislative File Info.	
File ID Number:	13-2359
Introduction Date:	11/06/2013
Enactment Number:	
Enactment Date:	



# Memo

**To:** Board of Education

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

**Board Meeting Date:** 11/20/2013

**Subject:** Professional Service Contract

**Contractor:** MBA Project Inc. of Oakland, CA

**Services for:** 922-COMPLEMENTARY LEARNING

**Board Action Requested and Recommendation:** Ratification by the Board of Education of a Professional Services Contract between the District and MBA Project Inc., Oakland, CA, for the latter to provide: 480 hours, at 4 Continuation High School sites, to conduct classroom and Group anti-tobacco/marijuana presentations, drug awareness sessions for students violating OUSD tobacco/drug free policies, conduct cessation and life skills counseling, and academic advocacy. Consultant will partner with HS site Coordination of Services Teams (COST) and administrators on tobacco/marijuana use referral and intervention process. Consultant will survey all program students for both mandatory health education and multi-session counseling, complete monthly reports, attend all program meetings for the period of 08/26/2013 through 06/06/2014 in an amount not to exceed \$25,200.00.

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

The Tobacco Use Prevention Education (TUPE) grant, provided by the California Department of Education, approved by the Board and the Superintendent, mandates that the district will provide tobacco prevention and interventions throughout all OUSD Secondary schools, including OUSD alternative schools where students are most at risk for using tobacco and other drugs. Grant activities include presentation of a research-based curriculum at all schools, a peer education program at selected sites, and intervention and cessation activities for those students found to be using or under the influence of tobacco or marijuana at school. Intervention activities also target students at risk for tobacco or other drug use.

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

480 hours, at 4 Continuation High School sites, to conduct classroom and Group anti-tobacco/marijuana presentations, drug awareness sessions for students violating OUSD tobacco/drug free policies, conduct cessation and life skills counseling, and academic advocacy. Consultant will partner with HS site Coordination of Services Teams (COST) and administrators on tobacco/marijuana use referral and intervention process. Consultant will survey all program students for both mandatory health education and multi-session counseling, complete monthly reports, attend all program meetings

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**Fiscal Impact:** Funding resources below not to exceed \$25,200.00  
\$25,200.00 TUPE GRADE 6-12 COHORT F

**Attachments:** Professional Services Contract including Scope of Work  
Waiver Summary  
Resume / Statement of Qualifications  
EPLS Search Results Page  
Insurance Certification (if no Waiver was granted)

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OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between MBA Project 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 08/26/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400.00, whichever is later. The work shall be completed no later than 06/06/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Twenty-Five Thousand & Two Hundred Dollars Dollars (\$25,200.00) [per fiscal year], at an hourly billing rate not to exceed \$52.50 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:* Chromebook, which shall not exceed a total cost of \$300.00.
- 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: JOANNA LOCKE  
Site /Dept.: 922-COMPLEMENTARY LEARNING  
Address: 746 Grand Avenue  
Oakland, CA 94610  
Phone: 510-273-1594

**CONTRACTOR:**

Name: Sam Himelstein  
Title: CEO  
Address: 478 Santa Clara Ave., Suite 200  
Oakland, CA 94610  
Phone: 415-824-2048

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

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

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

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

Check one of the boxes below:

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

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

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

iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

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

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

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

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

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
17. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
18. **Conduct of CONTRACTOR:** CONTRACTOR will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, which include:
  1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
  2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

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

19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (https://www.epls.gov/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 09/27/2013
President, Board of Education Date
Superintendent or Designee

Secretary, Board of Education Date

CONTRACTOR

Sam Himelstein 09/30/2013
Contractor eSignature Date

Sam Himelstein, CEO
Print Name, Title

## 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.

The consultant will serve 4 Continuation High School sites to conduct classroom and assembly anti-tobacco/marijuana presentations, ATOD awareness sessions for students violating OUSD tobacco/drug free policies, cessation and life skills counseling, and academic advocacy. Consultant will partner with HS site Coordination of Services Teams (COST) and administrators on tobacco/marijuana use referral and intervention process. Consultant will survey all program students, complete monthly reports, attend all program meetings.

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.

Approximately 200 students who have violated school policy around tobacco and other substance use will participate in activity-based and media-driven intervention counseling on the dangers of substance use. Some of these students will also go on to give classroom presentations to their peers. Approximately 1,500 students will receive classroom-based instruction from the consultant on the dangers of substance use and will be made aware of how and where to access vital student health services. Participating students will understand the adverse side effects of using tobacco and marijuana, learn cessation strategies, learn how to improve their personal relationships, and improve life skills relating to goal setting, assertiveness, cultural competency, leadership, pro and con analysis, problem solving, etc. Providing such information and skills increases students' readiness for college and career, prevents or decreases students' substance use, and is one strategy to improve both attendance and graduation rates.

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

Please select:

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

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

**Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of CSSSP with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.



***ContractsOnline: Contract Waiver Summary***

**Site Number-Name: 922-COMPLEMENTARY LEARNING**

**Principal / Department Head: JOANNA LOCKE**

**Contractor Name: Sam Himmelstein**

**Business Name: MBA Project Inc.**

**Contract Type: Standard**

**Anticipated Start Date: 08/26/2013**

**Contract End Date: 06/06/2014**

**Rate Type: HOURLY**

**Contract Amount: \$25,200.00**

***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: Approved**

**Approval Date: 09/23/2013**

**Fingerprint Waiver Status: NA**

**Approval Date:**

**TB Test Waiver Status: NA**

**Approval Date:**

## Sam Himmelstein, Ph.D.

Licensed Psychologist, PSY25229

7917 Winthrop St.,

Oakland, CA 94605

(510) 295-8977

[sammyhimmelstein@gmail.com](mailto:sammyhimmelstein@gmail.com)

### Education

- **Doctor of Philosophy**, Clinical Psychology, Institute of Transpersonal Psychology (2007-2011)
- **Masters of Arts in Psychology**, Institute of Transpersonal Psychology (2007-2010)
- **Bachelor of Arts**, Intensive Psychology, University of California Santa Cruz (2003-2007)

### Scholarly Publications

#### *Books*

Himmelstein, S. (2013). *A mindfulness-based approach to working with high-risk adolescents*. New York, NY: Routledge.

#### *Peer-Reviewed Journal Articles*

Himmelstein, S. (2011). Mindfulness-based substance abuse treatment with incarcerated youth: A pilot study. *International Journal of Transpersonal Studies*, 30, 1-10.

Himmelstein, S. (2011). Engaging the moment with incarcerated youth: An existential-humanistic perspective. *The Humanistic Psychologist* 39, 206-221.

Himmelstein, S. (2011). Transpersonal psychotherapy with incarcerated youth. *Journal of Transpersonal Psychology*, 43, 1-15.

Himmelstein, S. (2010). Meditation research: The state of the art in correctional settings. *International Journal of Offender Therapy and Comparative Criminology*, 55, 646-661. doi: 10.1177/0306624X10364485.

Himmelstein, S., Hastings, A., Shapiro, S., & Heery, M. (2012). Mindfulness training for self-regulation and stress with incarcerated youth: A pilot study. *Probation Journal*, 59, 151-165. doi: 10.1177/0264550512438256.

Himmelstein, S., Hastings, A., Shapiro, S., & Heery, M. (2012). A qualitative investigation of the experience of a mindfulness-based intervention with incarcerated youth. *Child and Adolescent Mental Health*, 17 (4) 231-237.

Barnert, E., Himmelstein, S., Baez, S., Garcia, A., & Chamberlain, L. (2013). Innovations in practice: Exploring an intensive meditation intervention for incarcerated youth. *Child and Adolescent Mental Health*. doi:10.1111/camh.12019

### **Clinically Related Work Experience (Selected)**

- *Executive Director* (Mind Body Awareness Project; Oakland, CA)  
Duties: Supervise 8 employees on a weekly basis who provide psychotherapeutic services to high-risk and incarcerated youth. Develop programs, raise funds, research programs, and train staff (November 2012-present)
- *Clinical Supervisor* (Goodwill Silicon Valley; San Jose, CA)  
Duties: Supervise 5-6 interns on a weekly basis who provide psychotherapeutic services to adult parolee population. Conduct both individual and group supervision weekly, including preparing didactic training seminars (October 2012-January 2013)
- *Founder/Director* (Engaging The Moment, LLC; Oakland, CA)  
Duties: Manage small business providing online and in person continuing education and training to helping professionals such as psychotherapists, lawyers, and nurses (February, 2011-Present).
- *Mental Health Clinician* (Youth Family and Enrichment Services/Star Vista—Insights/Camp Glenwood; Redwood City/La Honda, CA)  
Duties: Facilitated group and individual therapy with incarcerated youth aged 13-18. Administered psychosocial and personality assessments, diagnosed, and implemented treatment interventions, conducted necessary paperwork, received didactic training, individual, and group supervision, conducted case formulations (September 2010-September 2012).
- *Co-developer of Drug and Alcohol Awareness Program (DAAP)*  
Duties: Co-created 10-week mindfulness-based drug intervention for incarcerated youth and adults. Wrote and implemented curriculum comprised of 10 topic modules of experiential, didactic, and process material relevant to incarcerated populations and substance abuse, conducted process research, and engaged in continual think groups to constructively critique curriculum. To be submitted for publication (September 2009-present).

### **Training Facilitation Experience (selected)**

- *Training Facilitator* (Little Wound School; Kyle, SD)  
Duties: Was contracted to conduct training on how to teach high-risk and incarcerated youth mindfulness. Lead a 3-day workshop to Native Americans on a Lakota reservation who with youth at a high-school (August 8<sup>th</sup>, 9<sup>th</sup>, and 10<sup>th</sup>, 2013)
- *Training Facilitator* (University of Hawaii; Honolulu, CA)  
Duties: Was contracted to conduct training on how to teach high-risk and incarcerated youth mindfulness. Lead a 2-day workshop to Native Hawaiians who work at a juvenile detention facility (January 10<sup>th</sup> and 11<sup>th</sup>, 2013)

- *Training Facilitator* (Lucile Packard's Children's Hospital-Stanford University Medical Center; Palo Alto, CA)  
Duties: Conducted professional training on mindfulness and self-care for MD pediatric residents. Presented methods to increase self-care and prevent occupational burnout through the use of mindfulness meditation (June 24<sup>th</sup>, 2011)
- *Training Facilitator* (Alameda County Juvenile Hall Guidance Clinical; San Leandro, CA)  
Duties: Conducted professional training on how to integrate mindfulness with psychotherapy and how to use mindfulness with incarcerated youth to professional mental health provider populations composed of MFT/LCSW/PhD interns (March 9<sup>th</sup>, 2011)
- *Training Facilitator* (Youth and Family Enrichment Services/Star Vista; Redwood City, CA)  
Duties: Conducted professional trainings in mindfulness, spiritual psychotherapy, and psychotherapy with at-risk and incarcerated youth to professional mental health provider populations composed of MFT trainees and PhD interns. Trainings were conducted once per quarter and were 1.5 hours (September 2009-present)

### **Conference Presentations**

- *Conference Presenter* (Investigating and Integrating Mindfulness in Medicine, Health Care, and Society; Boston, MA)  
Duties: Presented "Mindfulness-Based Interventions with High-Risk Adolescents." Conducted 6-hour daylong workshop presentation on teaching mindfulness-based practices to at-risk youth (April 17<sup>th</sup>, 2013)
- *Conference Presenter* (Bridging the Hearts and Minds of Youth: Mindfulness in Clinical Practice, Education, and Research; San Diego, CA)  
Duties: Presented "Mindfulness with at-risk and incarcerated youth." Conducted 60 minute presentation on the above topic (February 4-5<sup>th</sup>, 2012)
- *Conference Presenter* (Investigating and Integrating Mindfulness in Medicine, Health Care, and Society; Boston, MA)  
Duties: Presented "Teaching Mindfulness & Yoga to Challenging Youth Populations." Conducted 3-hour workshop presentation on how to deal with resistance while teaching mindfulness-based practices to at-risk youth (March 28<sup>th</sup>, 2012)
- *Conference Presenter* (Association of Transpersonal Psychology, Menlo Park, CA)  
Duties: Presented "Mindfulness-based interventions with adolescents." Conducted 90 minute training on the above topic (February 18<sup>th</sup>, 2012)
- *Conference Presenter* (Bridging the Hearts and Minds of Youth: Mindfulness in Clinical Practice, Education, and Research; San Diego, CA)

Duties: Presented “ Mindfulness with at-risk and incarcerated youth.” Conducted 60 minute presentation on the above topic (February 4-5<sup>th</sup>, 2012)

- *Conference Presenter* (Prison Dharma Network Webinar)  
Duties: Presented “Teaching mindfulness to youth.” Lead Webinar presentation and discussion on foundational aspects of teaching mindfulness to youth populations (October, 3<sup>rd</sup>, 2011)
- *Conference Presenter* (International Conference on Mindfulness and Youth; Alberta, Canada)  
Duties: Presented “Mindfulness-based interventions for urban and at-risk youth.” Conducted 40 minute presentation on incorporating mindfulness with at-risk youth (July 15-17th, 2011)
- *Conference Presenter* (The Roots Conference; Visalia, CA)  
Duties: Presented “Mindfulness-based interventions for at-risk and incarcerated youth.” Presented two 75-minute trainings on how to incorporate mindfulness-based interventions with at-risk and incarcerated youth (February 17th, 2011)
- *Conference Presenter* (California Coalition for Youth Conference; Sacramento, CA)  
Duties: Presented “Mindfulness-based interventions for at-risk and incarcerated youth.” Presented a 75-minute trainings on how to incorporate mindfulness-based interventions with at-risk and incarcerated youth (April 4th, 2011)

### **Graduate Teaching Experience**

- *Associate Core Faculty* (Sofia University [Formerly the Institute of Transpersonal Psychology]; Palo Alto, CA)  
Duties: Teach a number of online and in-person courses for both the online Master’s program and residential clinical PsyD and transpersonal PhD program. Courses include: qualitative research, mixed methods research, mindfulness and psychotherapy, and psychological testing. Advise students, sit on institution committees, and participate in dissertation committees of students (September 2012-present)
- *Adjunct Faculty* (Sofia University [Formerly the Institute of Transpersonal Psychology]; Palo Alto, CA)  
Duties: Teach a number of online and in-person courses for both the online Master’s program and residential clinical PsyD and transpersonal PhD program. Courses include: qualitative research, mixed methods research, mindfulness and psychotherapy, and psychological testing. Advise students, sit on institution committees, and participate in dissertation committees of students (September 2011-June 2012)
- *Adjunct Faculty; Research Methods* (California Institute of Integral Studies; San Francisco, CA)

Duties: Taught overview research class to 3<sup>rd</sup> year level Master's students. Facilitated classes, graded papers, gave students guidance and feedback (August 2011-December 2011)

## **Research Experience**

- *Research Director* (Mind Body Awareness Project; Oakland, CA)  
Duties: Evaluated and implemented quality research designs in correctional facilities, collected and analyzed qualitative and quantitative data, developed qualitative instruments, collated quantitative instruments. Managed the major research projects and collaborated with personnel from outside academic institutions pursuing research collaboration with MBA (January 2011-November 2012)
- *Peer Reviewer* (Scholarly, Scientific Peer-Reviewed Journals)  
Duties: Reviewed and gave feedback for scholarly manuscripts submitted for publication to the *Journal of Transpersonal Psychology*, *International Journal of Transpersonal Studies*, *Clinical Psychology Review*, and *Substance Use and Misuse* (special issue on mindfulness).
- *Dissertation Committee Member* (Sofia University; Palo Alto, CA; Alliant International University, San Francisco, CA).  
Duties: Worked closely with dissertation students and their dissertation chair at the on dissertations regarding mindfulness, spirituality, and adolescents (2012-present).



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/5/2013

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. FB0267063 300 Montgomery St., Suite 888 San Francisco CA 94104	CONTACT NAME: Katherine Berkman	
	PHONE (A/C No. Ext): (415) 978-3800 FAX (A/C No.): (415) 978-3825 E-MAIL ADDRESS: kberkman@calrob.com	
INSURED The MBA Project, Inc., DBA: Mind Body 478 Santa Clara Avenue #200 Oakland CA 94610	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Nonprofits' Insurance Alliance	
	INSURER B: Twin City Fire Insurance Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: CL1352708854

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			2013-20589-NPO	5/11/2013	5/11/2014	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
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			2013-20589-NPO	5/11/2013	5/11/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			57WECJW1468	2/13/2013	2/13/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	Professional Liability			2013-20589-NPO	5/11/2013	5/11/2014	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							Each claim \$ 1,000,000
							Policy aggregate \$ 1,000,000

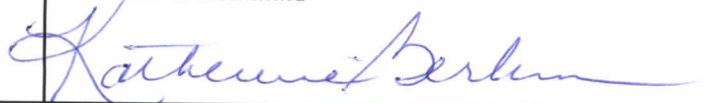
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate holder is included as additional insured as per the attached endorsement

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District  
Attn: Risk Management  
900 High Street  
Oakland, CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Named Insured: The MBA Project

Policy: 2013-20589-NPO

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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 Person or Organization:

**The Oakland Unified School District  
Attn: Risk Management  
900 High Street  
Oakland, CA 94601**

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

**WHO IS AN INSURED** (Section II) is amended to include as an 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 on-going operations; or
- B. In connection with your premises owned by or rented to you