

Board Office Use: Legislative File Info.	
File ID Number	12-3278
Introduction Date	Feb 13, 2013
Enactment Number	13-0309
Enactment Date	2/13/13



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

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) 2/13/13

Subject Professional Services Contract -
Ellen Oppenheimer Oakland CA (contractor, City State)
Peralta School (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Ellen Oppenheimer. Services to be primarily provided to Peralta School for the period of 01/07/2013 through 06/13/2013.

Background
A one paragraph explanation of why the consultant's services are needed.
 Consultant Service supports the integrated art focus of Peralta School that extends to all areas of the curriculum and develops common core based instruction, critical thinking skills, environmental stewardship explorations and contributions the community beyond the school campus. Consultant support also includes professional development and capacity building for staff.

Discussion
One paragraph summary of the scope of work.
 A contract for services between OUSD and Ellen Oppenheimer from Oakland, California, for the latter to organize, facilitate, develop and provide art integrated activities for all students, professional development opportunities for staff and opportunities for students to contribute art experiences and products with the community beyond the school campus, for 15 hours a week for the period January 7, 2013 to June 13, 2013 for the amount not to exceed \$10,000.

Recommendation Ratification of professional services contract between Oakland Unified School District and Ellen Oppenheimer. Services to be primarily provided to Peralta School for the period of 01/07/2013 through 06/13/2013.

Fiscal Impact Funding resource name (please spell out) Measure G ART
not to exceed \$10,000.00

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

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Ellen Oppenheimer (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 01/07/2013, 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 _____ Dollars (\$ 10,000.00). 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: Rosette Costello
Site /Dept.: Peralta School
Address: 460 63rd Street
Oakland, CA
Phone: (510) 654-7365

CONTRACTOR:

Name: Ellen Oppenheimer
Title: Consultant
Address: 448 Clifton St
Oakland CA 94618
Phone: (510) 418-0340

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: EO

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: 01/07/2013 Work shall be completed by: 06/13/2013 Total Fee: \$ 10,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

Maria Santos
 President, Board of Education
 Superintendent or Designee
 Certified: Edgar Rakes, Jr.
 Secretary, Board of Education
 Edgar Rakes, Jr., Secretary
 Board of Education

1-9-13
 Date

2/14/13
 Date

Ellen Oppenheimer
 Contractor Signature
11/23/12
 Date

 Ellen Oppenheimer
 Print Name, Title
 Consultant

File ID Number: 12-3278
 Introduction Date: 2/13/13
 Enactment Number: 13-0304
 Enactment Date: 2/13/13
 By: o.g.

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.

A contract for services between OUSD and Ellen Oppenheimer from Oakland, California, for the latter to organize, facilitate, develop and provide art integrated activities for all students, professional development opportunities for staff and opportunities for students to contribute art experiences and products with the community beyond the school campus, for 285 hours at \$35 an hour for the period January 7, 2013 to June 13, 2013 for the amount not to exceed \$10,000.

SCOPE OF WORK

Ellen Oppenheimer will provide a maximum of 285.00 hours of services at a rate of \$ 35.00 per hour for a total not to exceed \$ 10,000.00. Services are anticipated to begin on 01/07/2013 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.

A contract for services between OUSD and Ellen Oppenheimer from Oakland, California, for the latter to organize, facilitate, develop and provide art integrated activities for all students, provide professional development opportunities for staff and opportunities for students to contribute art experiences and products with the community beyond the school campus. Consultant will work weekly with teachers to develop art integrated curriculum, will implement and model art integrated instruction with students on a weekly basis, will develop off site art based projects, and will provide bi-monthly professional development for staff. Fifteen hour weekly services include hourly in-class sessions for all grades and professional development for staff, for the period from January 7, 2013 through June 13, 2013.

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

As a result of these services, all students will increase confidence, critical thinking skills and motivation through art integrated instruction that includes the integrated art/ELA, art/MATH and art/Science curriculum. Student engagement and academic performance will increase in these areas as well as student participation and contributions to the community beyond the school. All Teachers will learn strategies to integrate art with other subjects. All students will experience meaningful learning opportunities that will support the importance of school in their lives and the possibilities for making contributions to their communities- factors that can only increase school attendance and graduation rates. The capacity for teachers to provide art based integration will also increase as evidenced by lesson implementation.

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

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

ELLEN OPPENHEIMER

448 Clifton Street, Oakland, CA 94618

510 658-9877

eoquilter@sbcglobal.net

EDUCATION

Goddard College, Plainfield, VT, B.A. 1973

PUBLIC ART COMMISSIONS, Permanent Installations and Exhibitions Created Collaboratively with Elementary School Students

Transit Control Boxes on Telegraph Ave., Oakland. CA 2009

San Francisco Airport Museum / "Children's Art from Peralta Elementary School", SF, CA 2008

Walter & Elise Haas Fund – Quilted Banners, SF, CA 2007

Alameda County Art Collection, various locations, 2006

Art Along the Avenue – Street Banners, Emeryville, CA 2006

Rene C. Davidson Jury Room Arts Learning Gallery – Alameda County Court House,
Oakland, CA, 2005/Exhibition

Oakland Public Libraries – *Rockridge, Asian, Cesar E. Chavez, Dimond, Eastmont, Golden Gate,
West Oakland* – Creative Work Fund Grant 2000 – 2005

Kaiser Hospital Oakland – Oakland, CA 2005

American Embassy in Moscow – Commissioned by Christopher Addison, Addison
Ripley Fine Art, 1670 Wisconsin Ave., NW Washington, D.C. 2004

Peralta School Banners – Individual Artist Project Grant City of Oakland Cultural
Funding Program, 2004

Kaiser Hospital Folsom – Folsom, CA 2003

Temescal Branch Library, Oakland, CA - Individual Artist Project Grant City of Oakland
Cultural Funding Program 2003

Fairfield Medical Center – Fairfield, CA 2002

Telegraph Avenue Banners – Street Banner Competition – Four designs installed on
Telegraph Ave. Oakland, CA - Community & Economic Development Agency City of
Oakland 1999

Children's Hospital Oakland –Oakland, CA 1998

SELECTED ONE PERSON SHOWS

Complex Pattern: The Quilts of Ellen Oppenheimer, The Robert Hillestad Textiles
Gallery, Lincoln, NE, 2004

Art Show, Gallery of Art, Eastern Washington University, Cheney, WA 2003

Contemporary Quilts; Ellen Oppenheimer, Rasmussen Art Gallery, Pacific Union College,
Angwin, CA, 1999

Quilts, The Gallery at Stevenson Union, Southern Oregon State College, Ashland, OR,
1997

University of California, Santa Barbara, CA, 1994

Quilts, Claudia Chapline Gallery, Stinson Beach, CA, 1991

Contemporary Quilts, New Pieces, Berkeley, CA, 1988

SELECTED GROUP SHOWS

Ardis James Memorial, International Quilt Study Center, Lincoln Nebraska, 2011

Quilt National, Athens, OH, and touring show, 2011, 2003, 2001, 1995, 1993, 1991, 1989,
1987, 1985, 1983

Perspectives Art, Craft, Design & the Studio Quilt; International Quilt Study Center & Museum,
Lincoln, NE, 2009

Structure, Surface and Expression: Quilt Directions Today, Southeastern Center for Art,
Contemporary, Winston-Salem, NC, 2008

Textile Expressions, Santa Barbara Historical Society, Santa Barbara, CA, 2006

By the Hand, Bedford Gallery, Walnut Creek, CA 2006

Rooted in Tradition, Art Quilts from the Rocky Mountain Quilt Museum, Foothills Art
Center, Golden, CO, 2005

30 Distinguished Quilt Artists of the World/Tokyo International Great Quilt Festival 2003
Tokyo, Japan

Fabric Constructions, Leedy Voulkos Gallery, Kansas City MO, 2003

The World Quilt Carnival, Nihon Vogue, Nagoya, Japan, 2002
Fiber 2002, The Hayward Arts Council, The Green Shutter Gallery, Hayward, CA, 2002
Putting the Pieces Together: Contemporary Quilts by Californian's, Redding Museum of Art & History, Redding, CA 2000
Pushing the Surface, Johnson-Humrickhouse Museum, Coshocton, OH, 1999
Quilts in Bloom, Castle Gallery, Mainau, Germany, 1999
Contemporary Quilt Exhibition, Gross McCleaf Gallery, Philadelphia, PA, 1999
Visions - The Art of the Quilt, Museum of San Diego History, San Diego, CA, 2002, 1998, 1996, 1994, 1992
Fantastic Fibers, Yeiser Art Center, Paducah, KY, 1998
Threads, Janice Charach Epstein Museum / Gallery, West Bloomfield, MI, 1997
Quilts X 6, Robert Allen Fine Art, San Francisco, CA, 1997
The Renwick at 25, The Renwick Gallery, Washington, D.C., 1997
On the Cutting Edge, Quilts from the Permanent Collection, American Craft Museum, NY, NY, 1997
Out Loud & Proud, Bridge Gallery, San Francisco, CA, 1997
Tribal Arts & Textiles Show, Textile Arts Council, Fort Mason, S.F., CA, 1997
Fabrications - Quilts for the Next Century, Plaza Gallery, San Francisco, CA, 1996
A Textured Language, Blue Spiral 1, Asheville, NC, 1995
50th Anniversary: Faculty Invitational, Arrowmont, School of Arts and Crafts, Gatlinburg, TN, 1995
Out of the Ordinary, Sun Gallery, Hayward, CA, 1995
New Directions/Quilts for the 21st Century, Bedford Gallery, Walnut Creek, CA 1994
The Artist and the Quilt, Janice Charach Epstein Gallery, West Bloomfield, MI, 1993
Art Quilt International, Leone Nii Gallery, Mountain View, CA, 1999
Quilt Festival 1993, Pencil Points Ltd., Tokyo, Japan, 1993
Wild Women - Three California Fiber Artists, American Museum of Quilts and Textiles, San Jose, CA 1993
Quilts: Out of the Mainstream, A National Invitational Show, Shreveport, Louisiana, 1999
Arrowmont Faculty: Summer 92, Arrowmont School of Arts & Crafts, Gattlinburg, TN, 1992
Quilts as a New Art Form II, The Wetsman Collection, Birmingham, MI, 1992
New Art Forms, Katie Gingrass Gallery, Chicago, IL, 1991
Art Quilt Session, Tokyo, Japan, 1991
Contemporary Quilts, Banaker Gallery, Walnut Creek, CA, 1991
New Forms/New Functions, Arrowmont School of Arts & Crafts, Gatlinburg, TN, 1990
Tactile Architecture IV, Decatur House, Washington, D.C., 1990
Quilts re-de-fined, The Sybaris Gallery, Detroit, MI, 1990
Connections, American Museum of Quilts and Textiles, San Jose, and California Crafts Museum, San Francisco, 1989
A Functional Art Show, Paul Luster Gallery, San Francisco, 1989
Fiber National, Adams Memorial Gallery, Dunkirk, NY - 1989, 1988, 1987, 1986
New Directions, Sun Gallery, Hayward, CA - 1988
Homage to the Quilt, The American Craft Museum, New York, NY, 1987
East Bay Heritage Quilter's Juried Show of Contemporary Quilts, American Museum of Quilts, San Jose, CA, 1987
Paper Fiber X and IX, Iowa City, IA, 1987, 1986
Fiber Structure National III, Downey, CA, 1984
New Jersey Designer Craftsman Group Show, Mason Gross School of Art, Rutgers University, New Brunswick, NJ, 1978
Bright Stars, Carborundum Museum of Ceramics, Buffalo, NY, 1975
Approaches, N.C.E.C.A., Philadelphia College of Art, Philadelphia, PA, 1974
Art of Eating, The Elements, Greenwich, CT, 1974
Pratt Center, Goddard College, Plainfield, VT, 1973

PROFESSIONAL EXPERIENCE

Oakland Artist in the Schools, Peralta Elementary School, Oakland, CA, 2004, - present
Artist in Residence, Oakland Museum of California, Oakland, CA 2004
California Arts Council Artist in Residence in the Schools, Peralta Elementary School,
Oakland, CA, 1999 - 2003 & 2008 - 2010, 2011
Art Teacher, Fredricksen Elementary School, Dublin, CA, 2000
Workshop, River City Quilters, Sacramento, CA, 1999
California Arts Council Artist in Residence in the Schools, Dublin, CA 1998, 1999
Workshop, Canyon Quilters, San Diego, CA, 1995
Visiting Artist Workshop, San Luis Obispo Quilter Guild, Atascadero, CA, 1993
Workshop & Lecture, East Bay Heritage Quilters, Berkeley, CA, 1992
Faculty, Arrowmont School of Arts & Crafts, Gatlinburg, TN, 1992
Faculty, Quilt Surface Design Symposium, Columbus, Ohio, 1992
Workshop, Front Range Quilters, Boulder, CO, 1991
Board of Directors, California Crafts Museum
Artist in Residence, Middlesex County Cultural Center and Heritage Commission,
New Brunswick, NJ, 1978
Apprenticeship with Karel Mikolas, Glass Artist and Sculptor on N.E.A. grant, 1976-19
Teaching and Studio Assistant in Glass, N.Y.S. College of Ceramics, Alfred, NY,
1974-1975
Teaching Assistant in Glass and Ceramics, Goddard College, Plainfield, VT, 1972-1973

AWARDS & GRANTS

Oakland Craft and Cultural Arts Department, Artist in the Schools Grant, 2003 ,2004,
2005, 2006, 2007, 2008
California Arts Council - Artist in Residence Grant, 1998, 1999, 2000, 2001, 2002, 2003,
Japan – U.S. Friendship Foundation Fellowship, 2003
Oakland Craft and Cultural Arts Department, Individual Project Grant, 2002 & 2004
East Bay Community Foundation APEX Grant 2001
Creative Work Fund Grant, 2000 - 2004
'Log Cabin Maze' - 20th Century's 100 Best American Quilts 1999
Cherven Foundation Grant, 1997
Quilts Japan Award, Nihon Vogue Co. Ltd., Tokyo, Japan, 1996
WESTAF/NEA Regional Fellowship for Visual Artists, 1995
American Craft Council - Hines Competition, Semi Finalist, 1993,
Domini McCarthy Memorial Award, Quilt National, Athens Ohio, 1993
Artist in Residence, Nevada State Arts Council, Reno, Nevada, 1991, 1992
People's Choice Award, Fiber National, 1988
Honorable Mention, Marin Needlework and Quilt Show, San Rafael, CA, 1988
Jurors Award and Best of Class, Marin Needlework and Quilt Show, San Rafael, CA,

COLLECTIONS

International Quilt Study Center, Lincoln, NE
John M. Walsh III
Robert & Ardis James
Marvin & Hilary Fletcher, Athens, Ohio
Oakland Museum, Oakland, CA
American Craft Museum, NYC, NY
Wes & Patti Hawkins, Lyon, CO
Arrowmont Permanent Collection, Gatlinburg, TN
The Renwick Gallery, Washington, D.C.
The White House, Washington, D.C.
Pencil Points Co. Ltd., Tokyo, Japan
Kaiser Medical Center, San Mateo, CA
Vickie Steinheimer, Berkeley, CA
Dr. Albert & Doris Lowenfels, Thornwood, NY
Claudia Chapline, Stinson Beach, CA

PUBLICATIONS

- "Quilt National 2011", Lark Crafts, New York, NY, 2011
- "American Quilts, The Democratic Art, 1780-2007", Robert Shaw, Sterling Publishing Co., 2009
- "Perspectives Art, Craft, Design & the Studio Quilt", International Quilt Study Center & Museum, Lincoln, NE, 2009
- "Contemporary Quilt Art: An Introduction and Guide", Indiana University Press, 2008
- 'Quilting Transformed, Leaders in Contemporary Quilting in the United States', Jacqueline Atkins, 2006
- 'Rooted in Tradition, Art Quilts from the Rocky Mountain Quilt Museum' The Donning Company Publishers, 2005
- 'American Craft' Feb/Mar '05 Review by Glen R. Brown
- "Art Quilts: A Celebration", Robert Shaw, Lark Books, 2005
- 'The 30 Distinguished Quilt Artists of the World 2003', Robert Shaw & Kazuo Enomoto,
- 'Quilt National 2003 The Best of Contemporary Quilts' Lark Books 2003
- 'Quilt Visions 2002' Visions Publication, San Diego, CA 2002
- 'Spirit Maps', Joanna Arettam, Red Wheel/Weiser, LLC, York Beach, ME, 2001
- 'The Best Contemporary Quilts – Quilt National 2001', Lark Books/Sterling Publishing, NY, NY, 2001
- 'The Twentieth Century's Best American Quilts', Mary Lemman Austin, Premedia Publishing, Golden, CO, 2000
- 'Quilts in Bloom', Diana Leon/Ginie Curtze, Stuttgart, Germany 1999
- 'Visions Quilt Expressions', Rutledge Hill Press, Nashville, TN, 1999
- 'The Art Quilt', Robert Shaw, Hugh Lauter Levin Assoc., Inc., 1997
- 'Parallaxis', Fifty Five Points to View, Western States Arts Federation, Denver, CO, 1997
- 'Visions: Quilt Art', C & T Publishing, Lafayette, CA, 1996
- 'Quilts: A living Tradition', Robert Shaw, 1995
- 'Quilt National/ Contemporary Designs in Fabric', Lark Books & The Dairy Barn Cultural Arts Center, Asheville, NC, 1995
- '88 Leaders in the Quilt World Today', Nihon Vogue, Tokyo Japan, 1995
- 'Visions, Quilts Layers of Excellence', C& T Publishing, 1994
- 'Hearts & Hands Vol. 2 1993', Pencil Points Ltd., Tokyo, Japan, 1993
- 'The New Quilt 2', The Tauton Press, 1993
- The International Contemporary Quilt- Art Exhibition', APT International Inc., Tokyo, Japan, 1992
- 'Visions the Art of the Quilt', C & T Publishing, 1992
- 'Quilts and Quilting', The Tauton Press, 1992
- 'The New Quilt 1', The Tauton Press, 1991
- 'America's QUILTS', Publications International, Ltd., 1991
- 'The International Contemporary Quilt-Art Exhibition', Cultural Project Department, Tokyo, 1990
- 'New Quilts: Interpretations & Innovations', Schiffer Publishing, Ltd., 1989
- International Contemporary Quilt - Art Exhibition 1988, Cultural Projects Tokyo, 1988
- America's Glorious Quilts, Dennis Duke and Deborah Harding, Park Lane Publishers, 1987
- Quilts: The State of the Art, Schiffer Publishing, Ltd., 1985
- The Quilt: New Directions for an American Tradition, Schiffer Publishing, Ltd., 1983

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 checked="" type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input checked="" 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 (https://www.epls.gov/epls/search.do)
	<input type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input checked="" type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input 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) rosette.costello@ousd.k12.ca.us

Contractor Information

Contractor Name	Ellen Oppenheimer	Agency's Contact	Ellen Oppenheimer
OUSD Vendor ID #	I000198	Title	Consultant
Street Address	448 Clifton St	City	Oakland
Telephone	(510) 418-0340	State	CA
		Zip	94618
		Email (required)	eoquilter@sbcglobal.net
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	01/07/2013	Date work will end	06/13/2013	Other Expenses	\$ 10,000.00
Pay Rate Per Hour (required)	\$ 35.00	Number of Hours (required)	285.00		

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 ART	1451118199	5825	\$ 10,000.00
			5825	\$
			5825	\$
Requisition No. (required)	R0309794	Total Contract Amount	\$ 10,000.00	

Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	Rosette Costello	Phone	(510) 654-7365
	Site / Department	Peralta School		Fax	(510) 654-7452
	Signature	<i>[Signature]</i>	Date Approved	11/23/12	
2.	Resource Manager , if using funds managed by: <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.	Regional Executive Officer				
	<input checked="" 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	12/18/12	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
	Signature	<i>[Signature]</i>	Date Approved	1-9-13	
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved	Denied - Reason	Date	
Procurement	Date Received		PO Number	P1304912	