

Board Office Use: Legislative File Info.	
File ID Number	11-2898
Introduction Date	12-7-11
Enactment Number	11-2561
Enactment Date	12-14-11



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) 12-14-11

**Subject** Professional Services Contract -  
Attitudinal Healing Connection, Inc. CA (contractor, City State)  
All students and teachers (K-5) (site/department)

**Action Requested** Ratification of a professional services contract between Oakland Unified School District and Attitudinal Healing Connection, Inc.. Services to be primarily provided to All students and teachers (K-5) for the period of 11/07/2011 through 06/04/2012.

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

Currently, Oakland Unified School District has limited capacity to offer standards based arts instruction to its students. There is a need to develop the infrastructure to provide arts instruction to all students and to develop arts integrated curriculum and professional development for teachers k-12.

**Discussion**  
*One paragraph summary of the scope of work.*

Over the past 14 years, AHC has provided various schools in OUSD with visual and cultural arts professional development and coaching for teaching staff. In addition, AHC has provided visual and cultural art classes during and after school for students k-12. Under this agreement, AHC will provide Carl B. Munck Elementary with direct services in professional development for teachers, with a focus on building the site's capacity for effective teaching and instructional leadership through arts integration.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and Attitudinal Healing Connection, Inc.. Services to be primarily provided to All students and teachers (K-5) for the period of 11/07/2011 through 06/04/2012.

**Fiscal Impact** Funding resource name (please spell out) Measure G - Arts  
not to exceed \$ 18,184.00

**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 2011-2012

This Agreement is entered into between the Oakland Unified School District (OUSD) and Attitudinal Healing Connection, Inc. (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:** CONTRACTOR shall provide the services described in **Exhibit "A,"** attached hereto and incorporated herein by reference ("Services" or "Work").
- Terms:** CONTRACTOR shall commence work on 11/07/2011, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/04/2012.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Eighteen thousand one hundred eighty-four Dollars (\$18,184.00). 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: Denise Burroughs

Site /Dept.: All students and teachers (K-5)

Address: 11900 Campus Drive  
Oakland, CA 94619

Phone: (510) 531-4900

**CONTRACTOR:**

Name: Kokomon Clotley, ED

Title: \_\_\_\_\_

Address: 3278 West Street  
Oakland CA 94608

Phone: (510) 652-5533

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







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.

**Summary of terms and compensation:**

Anticipated start date: 11/07/2011 Work shall be completed by: 06/04/2012 Total Fee: \$ 18,184.00

**OAKLAND UNIFIED SCHOOL DISTRICT**

Maria Santos  
 President, Board of Education  
 Superintendent or Designee  
 \_\_\_\_\_  
 Secretary, Board of Education

10-28-11  
 \_\_\_\_\_  
 Date

**CONTRACTOR**

[Signature]  
 \_\_\_\_\_  
 Contractor Signature

10/10/11  
 \_\_\_\_\_  
 Date

Kokomon Clotney, ED  
 \_\_\_\_\_  
 Print Name, Title

**Certified:**  
[Signature] 12/15/11  
 Edgar Rakestraw, Jr., Secretary  
 Board of Education

**LEGISLATIVE FILE**  
 File ID Number 11-2898  
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 Enactment Date 12-14-11 **B**



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 DESCRPTION 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.

Over the past 14 years, AHC has provided various schools in OUSD with visual and cultural arts professional development and coaching for teaching staff. In addition, AHC has provided visual and cultural art classes during and after school for students k-12. Under this agreement, AHC will provide Carl B. Munck Elementary with direct services in professional development for teachers, with a focus on building the site's capacity for effective teaching and instructional leadership through arts integration.

SCOPE OF WORK

Attitudinal Healing Connection, Inc. will provide a maximum of 242.00 hours of services at a rate of \$ 75.00 per hour for a total not to exceed \$18,184.00. Services are anticipated to begin on 11/07/2011 and end on 06/04/2012.

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.

AHC will engage Carl. B. Munck teachers in hands-on visual art professional development, side by side in the classroom with students. The entire teaching staff will receive one 2 hour visual art professional development workshop for an introduction of the arts integrated curriculum that they will receive throughout the year. All teachers will receive side-by-side visual art professional development. Teachers will become skilled in visual art concepts, tools, language and techniques, and will gain strategies on how to integrate the arts into their core academic curriculum. Teachers will use Making Learning Visible as a strategy to gain insight and assess students' understanding of their process. Murals and students work will be displayed throughout the school.

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.

The AHC (ArtEsteem) instructor will work with classroom teachers to integrate visual arts with core curriculum to teach the students, while also modeling visual art strategies for the teachers.

Students will be engaged in tangible, hands-on learning.
Student will be able to use art as a tool to help them build upon their vocabulary and writing skills.
Students will be able to use art as a tool to help them explore and understand concepts in social studies.
Teachers will learn strategies for art integration to impact student learning.
Participants will better understand the connection between art and core curriculum, such as science, social studies, math, and language arts.
Participants will have access to the arts.

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.
-





# CERTIFICATE OF LIABILITY INSURANCE

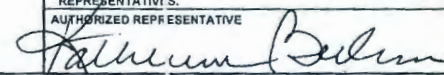
DATE (MM/DD/YYYY)  
12/2/2010

PRODUCER (415) 978-3800 FAX: (415) 978-3825 Calender-Robinson Company, Inc. FB0267063 300 Montgomery St., Suite 888 San Francisco CA 94104	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Attitudinal Healing Connection, Inc. 3278 West Street Oakland CA 94608	INSURER'S AFFORDING COVERAGE INSURER A: Nonprofits' Insurance INSURER B: Employers Compensation Ins INSURER C: INSURER D: INSURER E:

**COVERAGES**  
 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	2010-09032-NPO	12/8/2010	12/8/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2010-09032-NPO	12/8/2010	12/8/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	2010-09032-UMB-NPO	6/13/2011	12/8/2011	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>	WIG 1145683 01	5/31/2011	5/31/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Certificate holder is included as additional insured as per the attached endorsement - NOTE: 10 days notice of cancellation for non-payment of premium

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District 1025 - 2nd Avenue Oakland, CA 94606	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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## Work History

### **Attitudinal Healing Connection, Inc. (AHC)**

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 – since 1995

Lowell Middle School – since 2001/2002 (school closed)

Village Academy – since 2001/2002 (school closed)

Laurel Elementary – 2003/2004

Santa Fe Elementary – since 2004/2005

Rudsdale Academy – 2004/2005

KIPP Bridge College Preparatory – since 2004/2005

Acorn Woodland – 2005/2006

Frick Middle School – since 2005/2006

McClymonds Educational Complex – 2004/2005, 2005/2006, 2007/2008, 2008/2009

Claremont Middle School – since 2006/2007

Carl B. Munck – since 2006/2007

Sherman Elementary – 2006/2007 (school closed)

Prescott Elementary – since 2006/2007

Community United Elementary – since 2007/2008

Bridges Elementary – 2007/2008

Markham Elementary – 2007/2008

Stonehurst Elementary – since 2007/2008

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 – since 2007/2008

West Oakland Middle School – since 2007/2008



# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

## 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 has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
  - Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
  - OUSD contract originator creates the requisition.
  - Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
	<input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years
	<input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); cv resume (individual consultant)
	<input checked="" type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured
	<input checked="" type="checkbox"/> For All Consultants with employees: Proof of workers compensation insurance

**OUSD Staff Contact** Emails about this contract should be sent to: \_\_\_\_\_

## Contractor Information

Contractor Name	Attitudinal Healing Connection, Inc.	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) 652-5533	Email	artesteem@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	11/07/2011	Date work will end	06/04/2012	Other Expenses	
Pay Rate Per Hour (required)	\$ 75.00	Number of Hours	242.00	<b>Total Contract Amount</b>	<b>\$ 18,184.00</b>

## 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	1681118199	5825	\$ 18,184.00
			5825	\$
			5825	\$
<b>Requisition No.</b>	R0201770		<b>Total Contract Amount</b>	<b>\$ 18,184.00</b>

## 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	Denise Burroughs	Phone	(510) 531-4900	
	Site / Department	All students and teachers (K-5)			Fax	(510) 531-4920
	Signature	<i>[Signature]</i>			Date Approved	10-26-11
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"/> Complementary Learning / After School Programs					
	<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 type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> <input type="checkbox"/> Consultant Aggregate Under \$50,000					
	Signature	<i>[Signature]</i>			Date Approved	10/19/11
	Signature on the legal contract					
5.	<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		P1203316		



1402