

Board Office Use: Legislative File Info.	
File ID Number:	14-1176
Introduction Date:	06/25/2014
Enactment Number:	
Enactment Date:	



# Memo

**To:** Board of Education

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

**Board Meeting Date:** 06/25/2014

**Subject:** Professional Service Contract

**Contractor:** Niroga Institute of Oakland, CA

**Services for:** 922-FAMILY, SCHOOL AND COMMUNITY PARTNERSHIPS

**Board Action Requested and Recommendation:** Ratification by the Board of Education of a Professional Services Contract between the District and Niroga Institute, Oakland, CA, for the latter to provide: Transformative Live Skills (TLS); resulting in improving classroom climate and enhancing a positive school-wide learning environment. TLS is a multi-modality intervention integrating Mindful Yoga, Breathing Techniques and Meditation for the period of 02/03/2014 through 05/30/2014 in an amount not to exceed \$15,000.00.

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

OUSD Staff are overwhelmed by the unsustainable pace of work, lack of resources, high turnover and poor systems. Those who work at or with school sited consistently talk about the impact of violence and vicarious trauma on staff and students. Niroga's dynamic mindfulness will help address some of this stress. A training in Transformative Life Skills (TLS) and follow-on coaching will equip staff for their own stress management, resilience, self-care and healing from vicarious trauma.

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

Transformative Live Skills (TLS); resulting in improving classroom climate and enhancing a positive school-wide learning environment. TLS is a multi-modality intervention integrating Mindful Yoga, Breathing Techniques and Meditation

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**Fiscal Impact:** Funding resources below not to exceed \$15,000.00

\$5,000.00 Kaiser Health&Wellness w/EBCF

\$10,000.00 General Purpose-Unrestricted

**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 Niroga Institute (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 02/03/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100.00, whichever is later. The work shall be completed no later than 05/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed fifteen thousand Dollars (\$15,000.00) [per fiscal year], at an hourly billing rate not to exceed \_\_\_\_\_ per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: No Reimbursements.

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

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

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE, which shall not exceed a total cost of \$0.00.

**5. 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-FAMILY, SCHOOL AND COMMUNITY PARTNERSHIP  
Address: 746 Grand Ave  
Oakland, CA 94610  
Phone: 5102731523

**CONTRACTOR:**

Name: Angela Urata  
Title: Officer (Business)  
Address: 111 Fairmount Ave  
Oakland, CA 94611  
Phone: 510-451-3004

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.





## 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.

Niroga Institute will provide a 6-hour course named Transformative Life Skills (TLS) for up to 50 OUSD staff from three schools. The course will meet one day for 6 hours. The course will focus on self-care. Participants will learn optimal tools and skills for their own stress management, resilience, self-care and healing from vicarious trauma. Additionally, participants will learn how to integrate a 15-minute Transformative Life Skills (TLS) protocol as a dynamic mindfulness module in classrooms, improving classroom climate, and enhancing a positive school-wide learning environment. TLS is a multi-modality intervention integrating Mindful Yoga, Breathing Techniques and Meditation,

In conjunction with the training, Niroga will provide weekly sessions at each of the three schools (reaching about 120 staff), leading TLS at staff meetings for all staff at Oakland HS, Garfield Elementary, and Acorn Woodland Elementary. Additionally, Niroga will provide weekly in-person coaching for up to 30 staff across the three schools so that may become fluent in leading the TLS practice to other school faculty and staff members.





***ContractsOnline: Contract Waiver Summary***

**Site Number-Name: 922-FAMILY, SCHOOL AND COMMUNI**

**Principal / Department Head: JOANNA LOCKE**

**Contractor Name: Angela Urata**

**Business Name: Niroga Institute**

**Contract Type: Standard**

**Anticipated Start Date: 02/03/2014**

**Contract End Date: 05/30/2014**

**Rate Type: FLAT**

**Contract Amount: \$15,000.00**

***Applicable Waivers***

**Approved by Risk Management**

**Insurance-Reduction Waiver Status: NA**

**Waiver-Reduction Type: \$1,000,000 Required**

**Other Reduction Amount: NA**

**Approval Date:**

**Approved by Deputy Superintendent**

**Billing Waiver Status: Approved**

**Approval Date: 05/15/2014**

**Fingerprint Waiver Status: Approved**

**Approval Date: 05/15/2014**

**TB Test Waiver Status: NA**

**Approval Date:**


[GET INVOLVED](#)
[Home > About Niroga](#)

## About Niroga Institute

Niroga Institute is a non-profit 501(c)(3) organization that strives to foster health and well being for individuals, families, and communities through the practice of Mindful Yoga. The Sanskrit word, Niroga, means 'freedom from disease' or integral health - health of body, mind, and spirit.

The healing benefits of Mindful Yoga have been shown to extend to our physical, emotional, psychological, and spiritual well being. The practice of Mindful Yoga induces positive transformation in a natural, holistic, organic, and integrated way. Its health and fitness benefits extend to all our major physical systems, and leads to increased flexibility, endurance, balance, and strength. Its psychological benefits include stress reduction, anger management, enhanced self-esteem and increased self-confidence. Its spiritual benefits include self-awareness, mindfulness, and introspection, with increased ability to act rather than to react, and that too from a principled conscience.

The purpose of Niroga Institute is three-fold:

- **Direct Service** - through Yoga Corps™, bring the benefits of Yoga to underserved communities, including children with special needs, at-risk youth, and the elderly.
- **Yoga Education** - develop and disseminate Yoga Therapy protocols and educational materials for chronic medical conditions, including chronic back pain, asthma, arthritis, osteoporosis, and repetitive strain injuries (RSI).
- **Yoga Therapeutics Research** - scientifically document the health benefits of Yoga for chronic medical conditions, and understand the underlying principles of Yoga Therapeutics based on science.

Niroga Institute is a 501(c)(3) CA-registered nonprofit, IRS tax-exempt.

Learn more about Niroga's Programs by watching this brief video introduction:



**POLICY CHANGE DOCUMENT**

**POLICY NO:**  
PHPK567133-003

**CHANGE # 13**

**CHANGE EFFECTIVE: 04/01/2014**

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Philadelphia Indemnity Insurance Company

PRODUCER: Maguire Insurance Agency, Inc.

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NAMED INSURED: Niroga Institute

MAILING ADDRESS 111 Fairmount Ave  
Oakland, CA 94611-

POLICY PERIOD: FROM 06/22/2013 TO 06/22/2014 at  
12:01 A.M. Standard Time at your mailing address shown above.

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**DESCRIPTION:**

In consideration of the premium reflected, the policy is amended as indicated below:  
Added 1 Additional Insured.

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Total Annual  
Additional/Return Premium

\$0.00

Total Prorate  
Additional/Return Premium

\$0.00

Total Annual  
Additional/Return  
Tax/Surcharge/Fee

\$0.00

Total Prorate  
Additional/Return  
Tax/Surcharge/Fee

\$0.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/01/2014

<b>PRODUCER</b> Maguire Insurance Agency, Inc. 27101 Puerta Real Suite 200 Mission Viejo, CA 92691- 877.438.7459	<b>THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>INSURED</b> Niroga Institute 111 Fairmount Ave Oakland, CA 94611-	<b>INSURERS AFFORDING COVERAGE</b>
	INSURER A: Philadelphia Indemnity Insurance Company	18058
	INSURER B:	
	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 CERTIFICATION 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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PHPK567133-003	06/22/2013	06/22/2014	EACH OCCURENCE	\$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$2,500
						PERSONAL & ADV INJURY	\$2,000,000
						GENERAL AGGREGATE	\$4,000,000
						PRODUCTS - COMP/OP AGG	\$4,000,000
A	X	<b>AUTOMOBILE LIABILITY</b> <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	PHPK567133-003	06/22/2013	06/22/2014	COMBINED SINGLE LIMIT (EA accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURENCE	
						AGGREGATE	
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	
						E.L. DISEASE - EA EMPLOYEE	
						E.L. DISEASE - POLICY LIMIT	
		<b>OTHER</b>					

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

It is understood and agreed that the following entity is added as an additional insured but only with respect(s) to the operations of the named insured except that liability resulting from the additional insured's sole negligence.

## CERTIFICATE HOLDER

Oakland Unified School District, Attn Risk Management  
 900 High St  
 Oakland, CA 94601-

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

