

Board Office Use: Legislative File Info.	
File ID Number:	14-1289
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: Mosaic Project of Oakland, CA

Services for: 131-LAUREL

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Mosaic Project, Oakland, CA, for the latter to provide: The partnership with Mosaic has three components, the Outdoor School, In School Student Support and Professional Development In Depth Support. The In School Student Support includes two assemblies and one in-class workshop per class. The Professional Development includes 1 six-hour staff retreat, 1 three-hour staff workshop and 3 one-hour focused small team workshops. The outdoor school includes a 4 night/5 day outdoor school camp for students, a 2-hour family workshop, a 2 hour teacher workshop, follow up program for Mosaic alumni, 12 copies of the Curriculum Guide, 12 posters and 1 banner. for the period of 05/12/2014 through 06/30/2014 in an amount not to exceed \$25,900.00.

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

This year Laurel went through the School Quality Review (SQR) process. Among the finding were that moral among the staff is low. Staff members report feeling there is a lack of trust and mutual respect. The California Healthy Kids Survey (CHKS) and School Climate Staff Survey (SCSS) also show that feelings of school connectedness and respect for differences is low. For Laurel to realize its full potential, building up school culture and climate must be given more attention. Mosaic is an organization that helps build equitable, healthy classroom and school communities that foster mutual respect, connection and a celebration of differences and that motivate all members to achieve at their highest potential.

Discussion:
(QUANTIFY what is being purchased.)

The partnership with Mosaic has three components, the Outdoor School, In School Student Support and Professional Development In Depth Support. The In School Student Support includes two assemblies and one in-class workshop per class. The Professional Development includes 1 six-hour staff retreat, 1 three-hour staff workshop and 3 one-hour focused small team workshops. The outdoor school includes a 4 night/5 day outdoor school camp for students, a 2-hour family workshop, a 2 hour teacher workshop, follow up program for Mosaic alumni, 12 copies of the Curriculum Guide, 12 posters and 1 banner.

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Fiscal Impact: Funding resources below not to exceed \$25,900.00

\$25,900.00 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

Mosaic Project

This Agreement is entered into between _____ (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 05/12/2014, 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 06/30/2014.

- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed twenty five thousand nine hundred Dollars (\$25,900.00) [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.

- 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: JOHN STANGLSite /Dept.: 131-LAURELAddress: 3750 Brown AveOakland, CA 94619Phone: 510-531-6868**CONTRACTOR:**Name: Lara MendelTitle: CEOAddress: 580 Grand Ave. Ste. 303Oakland, CA 94610Phone: 510-452-3377

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

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

9. **Insurance:**

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

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

Check one of the boxes below:

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

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

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

OR

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

10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

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

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

Professional Services Contract

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

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

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

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

24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/eplis/search.do>)
25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
27. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
28. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
29. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
30. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

MARIA SANTOS

05/27/2014

- ☐ President, Board of Education
☒ Superintendent or Designee

Date

Secretary, Board of Education

Date

Lara Mendel

05/27/2014

Contractor eSignature

Date

Lara Mendel, CEO

Print Name, Title

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

Scope of Work is Attached

- 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 goal of the partnership with Mosaic is to improve overall school culture and climate. Through this partnership, students and adults will learn and be able to show empathy for one another, appreciate differences, and learn assertiveness and problem solving skills. The primary measure will be the California Healthy Kids Survey and the California Climate Staff Survey which will show a 10 percentage point increase in the number of students and staff that report a strong connection to the school and that feel the school is a safe place where differences are respected.

- 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 checked="" type="checkbox"/> High quality and effective instruction | <input checked="" type="checkbox"/> Full service community district |

- 4. Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

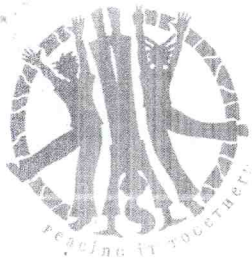
Please select:

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

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

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

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



THE mosaic PROJECT®

Proposal for Laurel Elementary

Goal: To promote a positive school climate for all community members.

Contact Information

Principal: John Stangl
Laurel Elementary
3750 Brown Ave, Oakland, CA 94619
(510) 531-6868
john.stangl@ousd.k12.ca.us

Outdoor School

The Mosaic Project's principal program is our unique human-relations outdoor school. This dynamic 4-night, 5-day experience for fourth and fifth graders is offered during the school week. Three classes from schools that differ markedly in socioeconomic, racial, and ethnic make-up participate in the program together, giving the students the opportunity to experience firsthand a diverse setting in which all are welcomed and respected. While typical outdoor schools focus on environmental science, ours addresses issues of difference and builds self-esteem and community.

Our students never forget this inspiring learning experience. We reach them before negative attitudes surrounding difference become entrenched and we enable them to live with, learn from, and befriend others with whom they would not ordinarily interact. Together in a beautiful, natural setting, they begin to recognize their commonalities and gain respect and appreciation for the uniqueness of all individuals, including themselves. They are encouraged to overcome ignorance and insecurities which can lead to fear of difference, prejudice, discrimination, hatred, and violence. We provide our students with the profound, personal experience of building an inclusive, egalitarian community across race, culture, and class barriers, inspiring and empowering them to create such communities throughout their lives.

Outdoor School Package

- 3 classes (31 students + 1 teacher per class) attend the Outdoor School in Napa for 4 nights/5days
- 2-hour Family Workshop for all families in the school
- 2-hour Teacher Workshop
- Up to 2 all-school Assemblies offered on the same day (K-2 and 3-5)
- Follow-up Program for Mosaic alumni to be peer educators
- 12 copies of the Curriculum Guide and 12 sets of posters
- One banner

Cost: \$13,300

In-School Student Support Regarding School Climate

In order to deepen and sustain the impact of The Mosaic Project's outdoor education experience, we offer the Mosaic In-School Project. Mosaic's innovative Outdoor School is outstanding in promoting peace, mutual understanding and conflict resolution among its 4th and 5th grade participants. The In-School Project initiative allows us to delve even deeper in exploring these themes. We introduce our research-based curriculum in kindergarten and continue Mosaic lessons throughout the grade levels, setting the stage for and reinforcing lessons learned at the Outdoor School. The in-school supplement also infuses Mosaic values and skill sets into the overall school culture and improves the climate of our partner schools. The fun, musical, and experiential quality of Mosaic workshops is what sets us apart from other SEL/character development/social justice education initiatives. Our innovative, active curriculum supports students in deepening their appreciation for diversity and justice, while cultivating empathy, teamwork, conflict resolution skills and a more inclusive classroom and school-wide community.

In-School Project Package:

- One 3-5 Assembly and one in-class workshop per class within one day
- One K-2 Assembly and one in-class workshop per class within one day
- One Family workshop

Cost: \$3,800

Professional Development In-Depth Support

Through the Mosaic Professional Development Project, we collaborate with educators to build equitable, healthy classroom and school communities that foster mutual respect, connection, and a celebration of differences and that motivate all members to achieve at their highest potential.

Our staff works together with your professional learning community to identify its greatest strengths and struggles as we address the following three crucial questions:

- 1) How does this community build a strong foundation for a healthy learning environment?
- 2) How does this community make social-emotional learning relevant to students' lives thereby deepening and extending its impact?
- 3) How does this professional learning community model behaviors that are essential to creating the healthy school climate it envisions?

Professional Development Package:

12 hours of facilitation, tailored to a school's needs, which is generally distributed as follows:

- 1 six-hour Staff Workshop/Retreat (workshop only – facilities and food not included)
- 1 three-hour Staff Workshop (focused on a theme or topic of your choice)
- 3 one-hour focused Small Team Workshops

Cost: \$2,800

ContractsOnline: Contract Waiver Summary

Site Number-Name: 131-LAUREL

Principal / Department Head: JOHN STANGL

Contractor Name: Lara Mendel

Business Name: Mosaic Project

Contract Type: Standard

Anticipated Start Date: 05/12/2014

Contract End Date: 06/30/2014

Rate Type: FLAT

Contract Amount: \$25,900.00

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: 05/20/2014

Fingerprint Waiver Status: NA

Approval Date:

TB Test Waiver Status: NA

Approval Date:



THE mosaic PROJECT®

Statement of Qualifications

The Mosaic Project®, a 501(c)(3) non-profit organization, works toward a peaceful future by uniting children of diverse backgrounds, providing them with essential community building skills, and empowering them to become peace-makers. Since 2001, we have served over 8,000 4th and 5th graders in our [Outdoor School](#). In addition we have served over 1,300 high-school and college students through our [Youth Leadership Project](#), almost 17,000 students through our [In-School Project](#) and over 3,300 adults through our [Professional Development Project](#) and the [Mosaic Consulting Project \(MCP\)](#).

Mosaic's principle program is our unique human-relations **Outdoor School**. This dynamic 4-night, 5-day experience for fourth and fifth graders is offered during the school week. Three classes from schools that differ markedly in socioeconomic, racial, and ethnic make-up participate in the program together, giving the students the opportunity to experience firsthand a diverse setting in which all are welcomed and respected. While typical outdoor schools focus on environmental science, ours addresses issues of difference and builds self-esteem and community.

Over 95% of surveyed alumni who attended the Outdoor School five or more years ago agree that, because of their participation, they are more likely to empathize with and to feel more confident working with people from different backgrounds, more likely to interrupt discrimination and bullying, and more able to resolve conflicts peacefully. For a complete list of our Outdoor School partner schools, see <http://www.mosaicproject.org/aboutus/ourcommunity/partner-schools/>.

In-School Project

In order to deepen and sustain the impact of our outdoor education experience, we offer comprehensive in-school programming. Our innovative, active curriculum supports students in deepening their appreciation for diversity and justice, while cultivating empathy, teamwork, conflict resolution skills and a more inclusive classroom and school-wide community. Our In-School partner schools include:

Acorn Woodland Elementary in Oakland
Cragmont Elementary School in Berkeley
Learning Without Limits in Oakland
North Oakland Community Charter School in Oakland
Marin Horizon in Marin
Ocean Shore Elementary School in Pacifica
St. Helena Elementary School in St. Helena
Town School for Boys in San Francisco
Washington Elementary School in Berkeley

Professional Development Project

We col-lab-o-rate with edu-ca-tors to build equi-table, healthy class-room and school com-mu-ni-ties that fos-ter mutual respect, con-nec-tion, and a cel-e-bra-tion of dif-fer-ences and that moti-vate all mem-bers to achieve at their high-est poten-tial. Our Professional Development partner schools include:

Acorn Woodland Elementary in Oakland
Bentley School in Oakland
Cragmont Elementary School in Berkeley
North Oakland Community Charter School in Oakland
Olympic High School in Concord
St. Helena Elementary School in St. Helena
Valley High School in Dublin
Washington Elementary School in Berkeley



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/23/2013

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

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

PRODUCER Fidelity Insurance Service a member of United Valley 801 Allston Way Berkeley CA 94710	CONTACT NAME: Tracy McLaughlin PHONE (A/C, No, Ext): (510) 548-8200 E-MAIL ADDRESS: tmclaughlin@fidelityinsuranceservice.com PRODUCER CUSTOMER ID #: 00004641	FAX (A/C, No): (510) 548-6145
INSURED The Mosaic Project 580 Grand Avenue #303 Oakland CA 94610	INSURER(S) AFFORDING COVERAGE INSURER A: NIAC INSURER B: Markel Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	201409723NPO	1/1/2014	1/1/2015	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 \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	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		201409723NPO	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ Uninsured motorist combined \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	MWC000407203	6/1/2013	6/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Improper Sexual Conduct		201409723NPO	1/1/2014	1/1/2015	Limit per claim \$1,000,000 Aggregate limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is named additional insured with respect to the insured's operations, per the attached endorsement.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District
1000 Broadway, Suite 398
Oakland, CA 94607

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

AUTHORIZED REPRESENTATIVE