Board Office Use: Legislative File Info.

File ID Number
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Memo	
То	Board of Education
From	Antwan Wilson, Superintendent
Board Meeting Date (To be completed by Procurement)	5/27(15
Subject	Professional Services Contract Amendment No1
	Attitudinal Healing Connection (AHC)
	Teaching & Learning (site/department)
Action Requested	Approval by the Board of Education of Amendment No to the Professional Services Contract between Oakland Unified School District and Attitudinal Healing Connection (AHC) Services to be primarily provided to for the period of through
Background A one paragraph explanation of why an amendment is needed.	Oakland Unified School District is continuing to build our capacity with the help of Attitudinal Healing Connection to offer S tandards Based Arts instruction to its students. There is a need to continue the development of teacher capacity to provide arts instruction to student s and to integrate the arts with instruction in other disciplines. OUSD's 3-day Summer Arts Institute is intensive professional development for teachers in a discipline of their choice; either music, visual art, media art, dance, drama, or
Discussion One paragraph summary of the amended scope of work.	Amendment No. 1 of a contract ofr services between Oakland Unified School District and Attitudinal Healing Connection (AHC) of Oakland CA for the latter to provide 185 hours of Visual Arts Instruction/Model classes, and 5 separate Professional Development Workshops for the Summer Arts Institute, for the period of May 1, 2015 through June 30, 2015 for an additional amount of \$18,500, increasing the original contract from \$73,020 to an amount not to exceed of \$91,520. All other terms and
Recommendation	Approval by the Board of Education of Amendment No to the Professional Services Contract between Oakland Unified School District and Attitudinal Healing Connection (AHC) Services to be
	primarily provided to Teaching & Learning for the period of 5/1/2015 through 6/30/2015 for
Fiscal Impact	Funding resource name (please spell out) MEAS G ARTS ANCHOR - 909 not to exceed \$18,500
Attachments	Contract Amendment Copy of original contract and any prior amendments

Board Office Use: Legislative File Info. File ID Number Introduction Date 5-27-15 **Enactment Number Enactment Date**



AMENDMENT NO

		TO PRO	FESSIONAL S	PEKAICES	CONTRA	CT	
	Т	his Amendment is er	ntered into between the	e Oakland Unifie	d School Distri	ict (OUSD) a	and
		g Connection (AHC)					
	(CONTRACTO		into an Agreement with e parties agree to ame			on <u>5/1/2015</u>	,
		f work has change		ription of revised		k including	measurable description
	·		ces, materials, produc				
٠,							epare, and provide
	workshops for C	, ,	•	i / ito monta		, plan,pre	spare, and provide
		as changed: The			he term of the		s <u>changed</u> . _ (days/weeks/months
	and the amen	ded expiration date	e is 6/30/2015	·			
	Compensation:	The contract pr	ice is unchanged.	□т	he contract pri	ce has char	nged.
	If the compe	nsation has chang	ged: The contract p	rice is amende	d by		
			to origina				
	□ D	ecrease of \$	to origin	nal contract amo	ount		
	and the new o	contract total is nine	ety one thousand five l				
		***			-	ollars (\$91,	
	Remaining Provi full force and effect Amendment Hist	isions: All other pro as originally stated. cory:	ovisions of the Agreen	nent, and prior A	mendment(s)	if any, shall	remain unchanged and
	Remaining Provi full force and effect Amendment Hist	isions: All other pro as originally stated. cory:	ovisions of the Agreen	nent, and prior A	mendment(s)	if any, shall	remain unchanged and nended as follows: Amount of Increase (Decrease)
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4.	Remaining Provi full force and effect Amendment Hist	isions: All other pro as originally stated. cory:	ovisions of the Agreen	nent, and prior A	mendment(s)	if any	, shall
5.	Remaining Providual force and effect Amendment Hist There are roon No. Da Approval: This Ag signature by the Bo	isions: All other proas originally stated. cory: no previous amendmente te greement is not effected and of Education a	ents to this Agreement General Description ctive and no payment and/or the Superinter	nent, and prior A t. This contra of Reason for A shall be made to	mendment(s) ct has previous mendment c Contractor usesignee.	if any, shall	remain unchanged and nended as follows: Amount of Increase (Decrease)
5.	Remaining Providual force and effect Amendment Hist There are roon No. Da Approval: This Agsignature by the Bookkland UNIFIED President, Board of	isions: All other proas originally stated. tory: no previous amendmente greement is not effect and of Education a SCHOOL DISTRICT	ents to this Agreement General Description ctive and no payment and/or the Superinter	nent, and prior A	mendment(s) ct has previous mendment c Contractor usesignee.	if any, shall	remain unchanged and mended as follows: Amount of Increase (Decrease) \$
5.	Remaining Providual force and effect Amendment Hist There are r No. Da Approval: This Agsignature by the Book AKLAND UNIFIED	isions: All other properties originally stated. tory: no previous amendment te greement is not effect and of Education a SCHOOL DISTRICT	ents to this Agreement General Description ctive and no payment and/or the Superinter	nent, and prior A	mendment(s) ct has previous mendment c Contractor usesignee.	if any, shall sly been am	remain unchanged and mended as follows: Amount of Increase (Decrease) \$

Rev. 9/17/14

Req. No. 20154386

P.O. No. P1505260, P1505261

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 <u>WITHOUT</u> 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.

OUSD Teachers will have an understanding of the content and skills in an arts discipline. Teachers are prepared to begin to integrate the arts discipline into their curriculum and teaching practice.

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.

Design and deliver three day professional development workshops for OUSD K-12 teachers in:

- 1. Visual Art
- 2. Puppetry and Story Telling
- 3. Theatre
- 4. Digital Animation
- 5. Dance
- 6. Art Esteem

Teachers will receive individual and group coaching ind developing their own instructional units integrating 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 Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds): Please select:								
	Action Item included in Board Approved CSSSP Number:	(no additional documentation required) - Item							
	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.								
	 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. 								

c. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.

b. Meeting announcement for meeting in which the CSSSP modification was approved.

d. Sign-in sheet for meeting in which the CSSSP modification was approved.



Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order has been increased by Procurement.

Whe Atta Che	2. Insert t 3. If control original 4. Contract on the contract chment cklist	ne amendment act total amou PO number re or and OUSD it amendment Contract am Amended S Board appro	number (nt has inc ferenced contract is appro- nendmen cope of \ oved cop	originator re i.e. if this is reased, the in the item originator co yed, Procure t packet inc Work (Be sp y of the orig	r has been incept and agreement of the first amends scope of work madescription. In the first amends a description and a description are to what in all contract and be sent to: (require the contract and the the contra	on modific ment ente ust change ract packe additional emo and at addition and any pri	ation to r "1," sec e. OUSC et togetl funds to Amendi al work or Amer	original s cond enter contract her and a the original ment For is being adments	scope er "2, et origi ettach ginal rm done	" etc.) at the trainator create a required atto Purchase Orde by this cons	top of the same reachments ler.	e amend equisition	
					Contracto	or Inform	nation		and a second		200	-	
Con	tractor Name	Attitudi	nal Heali	ng Connect	ion (AHC)	Agend		Aman	а На	rris			
OUS	SD Vendor ID	# 101635	0			Title	CL	Execu	tive	Director			
Stre	et Address	3278 V	Vest Stre	et		City	Oakla	nd		State CA	1	Zip	94608
Tele	phone	(510)	552-5530			Email (required	a) a	mana@a	ahc-c	akland.org			
	No.	Cor	npensa	tion and	Terms – Mus	t be wit	hin the	e OUSE	Bil	ling Guide	lines		
Origi	inal Contract	Amount	\$73,0	20	Original PO	#	P1505	260, P1	Ne	ew Requisiti	ion#	R015	4386
Ame	nded Amour	it	\$18,50	00	Start Date		5/1/20	15	Er	nd Date		6/30/	2015
New	Total Contra	ct Amount	\$91,52	20	Pay Rate Pe	er Hour	100		#	of Hours		185	
	If you are	planning to mu	ulti-fund a	contract usin	Budget g LEP funds, plea			te and Fe	deral	Office before of	completin	g requisi	tion.
F	lesource #	Resource	Name		Org l	Key			C	bject Code		Amo	unt
	0089	MEAS G	ARTS		998111	18101				5825	\$18,50	0	
										5825			
										5825			
				Approva	and Routing	(in order	of app	roval st	eps)				
	tional services eased by Procu		contract c	annot be pro	vided before the	amendmer	nt is fully	approved	and	the Purchase (Order amo	ount has	been
	The state of the s	or / Manager (Name	Fillmore Ryc	deen		Pho	ne	5103367609)		
1.	Site/Departm	ent (Name & #)	Feaching	Learning				Fax		5104822677	7		
	Signature	- M	well					Date Appr		18/18/19			
					te and Federal Q				_		nools and S	tudent Ser	vices
2.		work indicates	compliant	use of restric	ted resource and	is in align				an (CSSSP)			
	Signature							Date Appr		-			
_		perintendent/l			rintandant			Date Appr	oveu			-	
3.	Signature	150	121	w	~			ate Appr	oved	400	115		
	Chiefs / Dep	/-			Under ☐Over \$84								
4.	Consultar				ith peeds of departition in the scope		school sit	te		- 111			
	Signature	Jul		Mu	,0			ate Appr	oved	4/3	10/15	2	
5.	Superinten	lent, Board of	Educatio	n Signature	on the legal conti	ract							
Leg	al Required if	not using stand	lard contra	act A	pproved		Denied Reason				Date		
		Date Received					PO Nun	nber					

Board Office Use: Legislative File Info. File ID Number Introduction Date **Enactment Number Enactment Date**



Memo

Board of Education

From

Antwan Wilson, Superintendent

Board Meeting Date (To be completed by

Procurement)

2/11/15

Subject

Professional Services Contract - Attitudinal Healing Connection, Inc.

- Leadership, Curriculum & Instruction

(site/department)

Action Requested

Ratification of professional services contract between Oakland Unified School

District and Attitudinal Healing Connection, Inc.

be primarily provided to Leadership, Curriculum & Instruction

for the period of 11/1/14 through 6/11/15

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

Currently, OUSD has limited capacity to offer arts integrated curriculum with the common core standards. There is a need to make the arts accessible to all students, while providing side by side professional development for teachers on how to integrate the arts in the classroom. Attitudinal Healing Connection (AHC) has provided Artists in Residence for the past 17 years in OUSD. Students and teachers will benefit from these services, as students will be provided with instruction, and teachers will be provided with professional development and tools.

Discussion One paragraph summary of the scope of work.

At West Oakland and Frick Middle Schools, AHC will provide Artists in Residence to use the side-by side professional development model, in which teachers and students simultaneously learn. The Artists in Residence will work with teachers to integrate visual arts into the curriculum, based on the common core standards. At Prescott and Carl Munck, Artists in Residence will work with classroom teachers to integrate cultural art into the curriculum based on the common core standards they teach. At Encompass, AHC will provide drumming circles for the purpose of community building work with the intent to encourage students' on-time arrival at school. Under the Arts Learning Anchor Schools (ALAS) Grant, AHC will provide facilitation, mapping and planning for a STEM and arts integration strategy for West Oakland schools.

Recommendation

Ratification of professional services contract between Oakland Unified School District and Attitudinal Healing Connection, Inc. . Services to

be primarily provided to Leadership, Curriculum & Instruction

for the period of 11/1/14 through 6/11/15

Fiscal Impact

Funding resource name (please spell out) Measure G (\$64,386) and Other (\$8,634)

not to exceed \$73,020.00

Attachments

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

Board Office Use: Leg	islative File Info.
File ID Number	14-1768
Introduction Date	2-11-15
Enactment Number	15-0208
Enactment Date	2/11/15 84

Rev. 6/2/2014 v1



	PROFESSIONAL SERVICES CONTRACT 2014-2015
the	s Agreement is entered into between Attitudinal Healing Connection, Inc. DNTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons ecially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and mpetent to provide such services. The parties agree as follows:
1.	Services: CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
2.	Terms: CONTRACTOR shall commence work on 11/1/14, or the day immediately following approval by the Superintendent
	if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year; or, approval by the
	Board of Education if the total contract(s) exceed \$84,100, whichever is later. The work shall be completed no later than 6/11/15
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Seventy-Three Thousand Twenty and No/100———————————————————————————————————
	Dollars (\$73,020.00) [per fiscal year], at an hourly billing rate not to exceed \$75.00 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:
	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.
4.	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 \$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:

Requisition No.	Various	P.O. No.

OUSD Representative:	CONTRACTOR:							
Name: Fillmore Rydeen	Name: Kokomon Clottey							
Site /Dept.: Leadership, Curriculum & Instruction	Title: Executive Director Address: 3278 West Street							
Address: 4551 Steel Street								
Oakland, CA 94619	Oakland CA 94608							
Phone: 336-7609	Phone: (510) 652-5530							
Email: Fillmore.Rydeen@ousd.k12.ca.us	Email: kokomon@ahc-oakland.org							

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 from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- 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.

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- 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 30 days prior 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: By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 - 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:
 - 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.

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- 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, 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 without the prior approval of OUSD Human Resources.
 - 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.sam.gov/).
- 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.
- 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.
- W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

President, Board of Education

Secretary, Board of Education

Superintendent of Designer

CONTRACTOR

Contractor Signature

Kokomon Clottey

Executive Director

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 14-1

Introduction Date: 2/11/1 Enactment Number: 15-0

Enactment Date: 2/1/1

By: A

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.]

 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.

West Oakland Middle

Attitudinal Healing Connection will provide 1 Artist in Residence at West Oakland Middle School to use the side-by side professional development model, in which teachers and students simultaneously learn. The Artists in Residence will work with teachers to integrate visual arts into the curriculum, based on the common core standards. Services will be provided for 2 classroom teachers and 106 students. There will be a total of 160 hours, at a rate of \$75.00/hr., for an amount not to exceed \$12,000.00 (Measure G).

Frick Middle

Attitudinal Healing Connection will provide 2 Artists in Residence at Frick Middle School to use the side-by side professional development model, where teachers and students simultaneously learn. The Artists in Residence will work with teachers to integrate visual and cultural art into the curriculum, based on the common core standards. Students will be able learn a variety of art skills and use different mediums. In addition students will learn technology through digital media. Services will be provided for 6 teachers and 225 students. There will be a total of 160 hours, at a rate of \$75.00/hr., for an amount not to exceed \$12,000.00 (Measure G).

Prescott Elementary

The AHC (ArtEsteem) Artist in Residence will work with classroom teachers to integrate cultural art into the curriculum based on the common core standards they teach. Their engagement will assist them in passing their elementary school classes so that they may move on to middle and high school with those skills and continue to grow them, to reach graduation. The curriculum will include meaningful lesson plans that connect rhythm and sound to life, encouraging students to attend school and not engage in misbehavior during class. Services will be provided for all 199 PLACE @ Prescott students and 10 teachers. There will be a total of 160 hours, at a rate of \$75.00/hr., for an amount not to exceed \$12,000.00 (Measure G).

Carl B. Munck Elementary

Attitudinal Healing Connection artist-in-residence will work with classroom teachers to integrate digital media with common core curriculum to teach the students. Students will be engaged in tangible hands on learning, be able to use digital media, as a tool, to help them build their academic vocabulary. Students will be able to use digital media, as a tool, to help them understand Science concepts. Teachers will learn strategies for digital media integration which will impact student learning. Participants will better understand the connection between digital media and Common Core curriculum. Participants will have access to digital media arts. There will be a total of 178 hours, at a rate of \$75.00/hr., for an amount not to exceed \$13,386.00 (Measure G).

ALAS Planning Grant

Attitudinal Healing Connection will provide facilitation, mapping and planning for a STEM and arts integration strategy for West Oakland schools. Responsibilities include outreach, facilitation, meeting, planning and follow-up for a series of: six, two-hour meetings with district leadership and teachers; two, two-hour meetings with parents and community members; and two, two hour meetings with the West Oakland business community. The process will produce mapping of current STEM and arts integration practices in West Oakland schools as well as opportunities and a strategy for future STEM and arts integration implementation. There will be a total of 200 hours, at a rate of \$75.00/hr., for an amount not to exceed \$15,000.00 (Measure G).

Encompass Academy

Attitudinal Healing Connection will provide drumming circles for the purpose of community building work with the intent to encourage students' on-time arrival at school. Drumming is used to build community by giving students something to look forward to. Due to the calming affects that drumming can provide, students will be prepared for in mind and body to learn. Up to 25 4th and 5th grade students and their parents are welcome to attend. There will be a total of 215 hours, at a rate of \$40.00/hr., for an amount not to exceed \$8,634.00 (Other).

- 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.
 - 1. More students will graduate after experiencing an engaging curriculum that will integrate the arts into core curriculum. Their engagement will assist them in passing their core classes so that they may move on to high school with those skills and continue to grow them, to reach graduation and beyond.
 - 2. A large majority of students will attend school and improve the attendance rate because of the engaging curriculum that will be offered. The curriculum will include meaningful lesson plans that connect to life, encouraging them to attend school. In addition, the use of the various types of media presented to create art will encourage students to attend and participate in class.
 - 3. Students will be able to increase their chances of having meaningful internships or paying jobs because of their successful experience in the integrated social studies and other core subject classes.
 - 4. Through the arts integrated program, students will also have access to Attitudinal Healing Connection's non-traditional mental health, including healing circles, Attitudinal Healing principles, and Restorative Justice circles.

3.	Alignment with District Strategic Plan:	Indicate the goals and vis	sions supported by	the services of this contract:
	(Check all that apply.)			
	Encurs a high quality instructional core		Droners etudentes	for account in college and a

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
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Safe, healthy and supportive schools

Accountable for quality

Full service community district

4.	Alignment with Community	School Strate	gic Site Plan	- CSSSP (required	if using State or F	ederal Funds):
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Action Item included in Board Approved CSSSP (no additional documentation required) – Item Number:

Please select:

Action Iten	n added	as modification	to Board	Approved	CSSSP -	Submit	the	following	documents	to th	e Resource
Manager eit	her electro	onically via email of	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.

Rev. 6/2/14 Page 6 of 6

Attitudinal Healing Connection, Inc. (AHC)

Statement of Qualifications

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), Architecture and Design, Digital Media and Fashion Design classes combine Attitudinal Healing principles, art instruction, and classroom-management tools in a standardized curriculum. ArtEsteem also trains educators in art curricula and integrating the arts into core curriculum, through 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 - 1995 - present

Lowell Middle School 2001/2002 - 2005/2006 (school closed)

Village Academy - 2001/2002 (school closed)

Laurel Elementary - 2003/2004

Santa Fe Elementary - 2004/2005 - 2011/2012 (school closed)

Rudsdale Academy - 2004/2005, 2012/2013 - present

KIPP Bridge College Preparatory - 2003/2004 - 2008/2009

McClymonds Educational Complex (including BEST & EXCEL) - 2004/2005 - 2012/2013

Acorn Woodland - 2005/2006 - 2006/2007

Frick Middle School - 2005/2006 - present

Kizmet Middle School - 2005/2006 (school closed)

Claremont Middle School - 2006/2007 - present

Carl B. Munck - 2006/2007 - present

Sherman Elementary - 2006/2007 (school closed)

Prescott Elementary - 2006/2007 - present

Community United Elementary - 2007/2008 - 2010/2011

Bridges Elementary - 2007/2008

Markham Elementary - 2007/2008

Stonehurst Elementary - 2007/2008 - 2008/2009

Arise High School - 2007/2008

Burkhalter Elementary - 2007/2008

Explore College Preparatory Middle School 2008-2009 (school closed)

Havenscourt Middle (Roots/CCPA) - 2008 2009

Cole Middle School - 2008/2009

West Oakland Middle School - 2007/2008 - present

California College Preparatory - 2008/2009

Futures Elementary 2008/2009 - 2010/2011

Korematsu Academy & Esperanza Elementary - 2008/2009 - 2010/2011 (school closed)

Washington Elementary - 2006/2007 - 2007/2008 (school closed)

Westlake Middle School - 2009/2010 - present

SAM Search Results List of records matching your search for:

Search Term : Attitudinal* Healing* Connection* Inc.*
Record Status: Active

ENTITY ATTITUDINAL HEALING CONNECTION INC

Status:Active

DUNS: 109263561

+4:

CAGE Code: 4AM15 DoDAAC:

Expiration Date: Apr 22, 2015 Has Active Exclusion?: No

Delinquent Federal Debt?: No

Address: 3278 WEST ST

City: OAKLAND ZIP Code: 94608-4330 State/Province: CALIFORNIA Country: UNITED STATES

January 15, 2015 7:03 PM Page 1 of 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/2/2014

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(les) 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		s).										
PRODUCER		CONTACT Katherine Berkman										
Calender-Robinson	n Company, Inc.		PHONE (415) 978-3800 FAX (415) 978-3800 (415) 97									
FB0267063			E-MAIL ADDRESS: kberkman@calrob.com									
300 Montgomery S	t., Suite 888		INSURER(S) AFFORDING COVERAGE									
San Francisco	CA 94104		INSURER A :Nonprofits' Insurance Alliance									
INSURED			INSURER B: Zurich American Insurance Co.									
Attitudinal Heal:	Inc.	INSURER C:										
3278 West Street		INSURER D :										
Cl			INSURER E :									
Oakland	CA 94608		INSURER F:									
COVERAGES CERTIFICATE NUMBER: CL1412211827 REVISION NUMBER:												
INDICATED. NOTWITHST.	ANDING ANY REQUIREN	URANCE LISTED BELOW HAV MENT, TERM OR CONDITION (N, THE INSURANCE AFFORDE S. LIMITS SHOWN MAY HAVE	DE ANY CONTRACT	OR OTHER I	DOCUMENT WITH RESPECT TO	T TO WHICH THIS						
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						GENERAL AGGREGATE	\$	2,000,000	
-	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$	2,000,000	
	X POLICY PRO-						\$		
A	AUTOMOBILE LIABILITY		2014-09032-NPO	12/8/2014	12/8/2015	COMBINED SINGLE LIMIT (Es socident)	\$	1,000,000	
- 3	AND ALITO					BODILY INJURY (Per person)	\$		
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(Ma	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	177	WC 9195972 01	5/31/2014	5/31/2015	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	
	yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000	

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

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Oakland Unified School District Attn: Risk Management AUTHORIZED REPRESENTATIVE

900 High Street Oakland, CA 94601

Named Insured: Attitudinal Healing Connection, Inc.

Policy:

2014-09032-NPO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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

WHO IS AN INSURED (Section II) is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your on-going operations; or
- B. In connection with your premises owned by or rented to you

THE INSURANCE provided under this endorsement is primary & noncontributory to any other valid & collectible insurance carried by the additional insured entity and this insurance will apply separately to each insured against whom a claim is made or a suit is brought.

CG 2026 (07/04)



PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

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OUSD Vend		1016350				Title		1	sociate Dir				
Street Addre	ess	3278 We	st Street			City	Oakland			State	CA	Zip	94608
Telephone		(510) 652	2-5530	-			(required)	amana(@ahc-oakl	and,org			
Contractor H	History	Pre	viously	been an OU	SD contractor?	1		-			yolams	ee? 🗆	Yes No
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1. Site	Site / Department Leadership, Curriculum & Instruction						Fax			482-6773			
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