

Board Office Use: Legislative File Info.	
File ID Number:	17-2063
Introduction Date:	10/25/2017
Enactment Number:	17-1552
Enactment Date:	10/25/2017

Memo

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent

Board Meeting Date: 10/25/2017

Subject: Professional Service Contract

Contractor: Pro Arts of Oakland, CA

Services for: 909-TEACHING & LEARNING

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Pro Arts, Oakland, CA, for the latter to provide: thirteen (13) Teaching Artist residencies in 13 TK classrooms for 18 weeks each during the 2017-18 School year. Pro Arts will also provide four (4) professional development sessions for TK Teachers in arts integration for the period of 09/29/2017 through 06/30/2018 in an amount not to exceed \$50,000.00.

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

Currently Oakland Unified is increasing its capacity to offer Standard Based Arts instruction to students. There is a need to develop a sequenced and systematic approach to arts education including instructional strategies and professional development that meet the varied requirements at each school site. The Oakland Unified School District blueprint for arts education is designed to assist schools in planning and implementing innovative strategies with the assistance of arts programmatic coaching.

Discussion:
(QUANTIFY what is being purchased.)

thirteen (13) Teaching Artist residencies in 13 TK classrooms for 18 weeks each during the 2017-18 School year. Pro Arts will also provide four (4) professional development sessions for TK Teachers in arts integration

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Fiscal Impact: Funding Resource name(s) (detailed below) not to exceed \$50,000.00.

\$50,000.00

MEASURE G PARCEL TAX

Attachments: Professional Services Contract including Scope of Work



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. _____

Department: _____

Vendor Name: _____

Contract Term: Start Date: _____ End Date: _____

Annual Cost: \$_____

Approved by: _____

Is Vendor a local Oakland business? Yes ____ No ____

Why was this Vendor selected?

Summarize the services this Vendor will be providing.

Was this contract competitively bid? Yes ____ No ____

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☐ **Professional Service Agreements** of less than _____ (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts [requires Board resolution declaring an emergency]
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the _____ bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - ☐ Western States Contracting Alliance Contracts (WSCA)
 - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **"Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**

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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2017-2018

This Agreement is entered into between Pro Arts

(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:

1. **Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** The term of this agreement shall be 09/29/2017 (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$88,300. in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$88,300., whichever is later) to 06/30/2018. The work shall be completed no later than 06/30/2018.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Fifty Thousand Dollars and 00/100 Dollars (\$50,000.00), at an hourly billing rate not to exceed N/A 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: N/A.

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 OUSD 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:* N/A, 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.

6. **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.
7. **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: FILLMORE RYDEENSite /Dept.: 909-TEACHING & LEARNINGAddress: 1000 Broadway Suite 398
Oakland, CA 94607Phone: (510) 879-1123Email: fillmore.rydeen@ousd.org**CONTRACTOR:**Name: Natalia MountTitle: Officer (Executive)Address: 150 Frank H Ogawa Plaza
Oakland, CA 94612Phone: 510-763-4361Email: natalia@proartsgallery.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 at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, 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.

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, sexual orientation, or other legally protected class.

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:
 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 contact 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, 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, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any 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. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.

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.

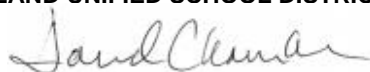
29. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

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 that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

31. **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.

32. **Contract Publicly Posted:** This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

OAKLAND UNIFIED SCHOOL DISTRICT



☐ President, Board of Education

☐ Superintendent

☒ Chief or Deputy Chief

Secretary, Board of Education

09/21/2017

Date

10/31/2017

Date

CONTRACTOR

Natalia Mount

Contractor Signature

Natalia Mount, Officer (Executive)

Print Name, Title

09/22/2017

Date

Form approved by OUSD General Counsel for 2017-18 FY

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.

See Attached Scope of Work

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.

Equity: Visual Art education integrated curriculum in support of school readiness for children who otherwise have limited or no access to the arts.

Peer Networks: Strengthened peer networks in and through the arts to support collaboration and dynamic learning experiences for teachers and professional teaching artists.

Making Art Visible: Display student artwork in classrooms, school hallways, and public spaces throughout the school year.

Sustainability: Increased demand and advocacy for Integrated Learning in Oakland schools as a pathway to excellence.

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 type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health | <input 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 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: _____
- ☐ **Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email or 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.



Oakland Unified School District
Arts Incentive Funding Opportunity

August 1, 2017

SCOPE OF WORK: TK Integrated Arts Learning Initiative Contract 2017-18

Dear OUSD:

The TK Integrated Arts Learning Initiative creates and sustains equitable and inspired learning experiences for students. Children in the earliest grades develop essential social-emotional and cognitive skills, impacting their level of readiness as they matriculate to Kindergarten and beyond. Initiated in early 2014, through a collaboration between OUSD, Oakland Rotary and Pro Arts, the Initiative provides on-site Artist Residencies facilitating art instruction in partnership with classroom teacher as a process for deepening student learning and creating collaborative learning environments, as well as leading professional development workshops for TK Teachers in arts integration.

In 2017-18 school year, Pro Arts will provide thirteen (13) Teaching Artist residencies in 13 TK classrooms for the duration of 18 weeks each. The program will serve approximately 336 students. Pro Arts will also pair Teaching Artists with Guests Artists at select schools and throughout the 2017-18 school year, who will engage TK students further in art making and critical thinking, through special projects and presentations. Pro Arts will also provide four (4) professional development sessions for TK Teachers in arts integration during the 2017-18 school year. These professional development session will be offered to TK Teachers and document (video) for subsequent wider dissemination in support of STEAM advocacy efforts .

Project Budget:

Item	Amount	Description
Teaching Artists	26,519	Teaching artists wages, taxes, and workers comp
Supplies	2,160	Art supplies
Program Management	20,000	Allocated salaries, wages, and fees for program coordination and professional development
Insurance and Licensing	712	Professional liability insurance, fingerprinting and testing for teaching artists

Office/Overhead	609	Office supplies and administrative overhead (non-personnel)
Total	50,000	

Please let us know if you have any questions regarding this proposal.

Sincerely,



Natalia Mount
Executive Director



Please share this document with fillmore.rydeen@ousd.org

OUSD Arts Incentive Funding Opportunity - Open Source Level \$50,000 maximum per year 3 year term (\$150,000 Total)

Section 1: Contact Information

Schools:	1. Allendale Elementary 2. Bridges Academy 3. Community United Elementary School 4. Emerson Elementary 5. Greenleaf Elementary 6. Laurel Elementary 7. La Escuelita 8. Manzanita Community 9. Martin Luther King Jr. Elementary 10. New Highland Academy 11. Melrose Leadership Academy 12. Reach Academy		
Project Lead:	Natalia Mount	Arts Partner Organization (if applicable):	
Project Lead Email:	natalia@proartsgallery.org	Arts Partner Email:	
Project Lead Phone:	510-763-4361	Arts Partner Phone:	
Number of Students Directly Served:	288	Number of Students Indirectly Served:	1,000
Number of Teachers Directly Served:	12	Number of Teachers Indirectly Served:	60

Section 2: Project Overview (approx. 100 words)

In 2017-18 school year, Pro Arts will facilitate thirteen (13) Teaching Artist residencies in 13 TK classrooms for the duration of 18 weeks each. The program will serve approximately 300 students. Pro Arts will also pair Teaching Artists with Guests Artists at select schools and throughout the 2017-18 school year, who will engage TK students further in art making and critical thinking, through special projects and presentations. Pro Arts will also facilitate four (4) professional development sessions for TK Teachers in arts integration during the 2017-18 school year. These professional development sessions will be offered to TK Teachers and documented (video) for subsequent wider dissemination in support of STEAM advocacy efforts .

Section 3: OUSD Arts Learning Priorities

(Please indicate priority or priorities addressed – must address at least one)



☒ Sustaining Critical Programs for the District
☒ Arts Supporting OUSD Priorities

☒ Underserved Communities
☐ Model Resource School

☒ Secondary Arts Electives

Section 4: Project Goals

Outcomes	Timeframe	Action Items
Equity: Visual Art education integrated curriculum in support of school readiness for children who otherwise have limited or no access to the arts.	October 2017 - May 2018	<ul style="list-style-type: none">Pro Arts will partner with 12 Elementary schools throughout the Oakland Unified School district to provide 13 visual art residencies for the benefit of students who live in designated “high-stress” areas.Teaching artists will work with TK students over the course of 18 sessions.Teaching artists will directly engage 300 students in the classroom. In addition, teaching artists will engage indirectly estimated 1000 students. This number includes students at each partner school site outside of the TK grade level who will see the exhibition of student artwork in the hallways and other shared spaces.TK students will experiment with hands-on art making in the classroom through a range of techniques: sculpture, photography, printmaking, watercolor, painting, and drawing.Teaching artists’ lesson plans will integrate the visual arts as a core component of TK student learning to meet Common Core and VAPA standards with the intentional focus on developing student social-emotional learning levels to prepare them for Kindergarten and future academic success.
Peer Networks: Strengthened peer networks in and through the arts to support collaboration and dynamic learning experiences for teachers and professional teaching artists.	October 2017 - May 2018	<ul style="list-style-type: none">Pro Arts will facilitate professional development opportunities for teaching artists throughout the academic year.Teaching artists will meet on monthly basis as a cohort of educational leaders at Pro Arts. During meetings, teaching artists will articulate what lesson plans had been successful and why, as well as areas needing improvement. These meetings serve as key moments for reflection and knowledge exchange.Pro Arts will create four professional videos, serving as an open source professional development tools for TK classroom teachers and the larger art education



		community. In these videos, teaching artists will take viewers inside the classroom to see arts integration in action.
Making Art Visible: Display student artwork in classrooms, school hallways, and public spaces throughout the school year.	October 2017 - May 2018	<ul style="list-style-type: none">Throughout the academic year, student artwork will be displayed within the classroom and hallways at partner schools. We estimate that each classroom will make a total of 18 art projects throughout the 18 sessions. With approximately 24 students in each classroom, this will result in the creation of 432 individual artworks per classroom and 5,184 artworks in total. Of this number, half of the art works will be displayed outside the classroom in school hallways and shared spaces allowing other elementary students, teachers, school administration, and family and school visitors to view and engage with the work.TK students from Martin Luther King Jr. Elementary will visit Pro Arts four times throughout the year on walking field trips. These visits exposed young students to contemporary art.
Sustainability: Increased demand and advocacy for Integrated Learning in Oakland schools as a pathway to excellence.	October 2017 - May 2018	<ul style="list-style-type: none">Curriculum developed in partnership between the teaching artist and classroom teacher continues to strengthen with each year of collaboration. Teaching artists are able to become more familiar with each classroom teacher's individual teaching style and their priorities for student learning.Pro Arts focuses on strengthened partnerships with principals to make STEAM learning a priority throughout the Oakland district. We continue to keep principals in the loop about what was taking place in the classroom to indicate the immediate effects art can have by encouraging creative expression and experimentation.

Section 5: Project Narrative

Pro Arts' model of art integration aims to develop the social-emotional and cognitive skills of TK students that are essential to student learning as they matriculate to Kindergarten and beyond. This programmatic focus aligns with the California statewide goal to support the development of early childhood learning. According to *A Resource for California Public School District Administrators and Teachers* (2013), there is a growing urgency for students to excel from a young age, "Because of the increasing academic demands placed on kindergarten students, there is less and less time to



nurture social and emotional skills. Deficiencies in these areas tend to inhibit learning in younger kindergarten students, which causes them to fall behind academically.” The TK Learning Initiative Program prioritizes arts education to develop the school readiness for children who otherwise would have limited or no access to the arts. Art is often critical for those students to express feelings they have trouble otherwise vocalizing. When integrated in the curriculum, the visual arts provide opportunity for new social and emotional learning connections, as well as close the achievement and opportunity gap for those students.

To successfully integrate art into classroom learning, teaching artists develop curriculum to meet Common Core Standards and Visual and Performing Arts Content Standards (VAPA) for California Public Schools at the TK learning level. VAPA standards include 1.0 Artistic Perception, 2.0 Creative Expression, 3.0 Historical and Cultural Context, 4.0 Aesthetic Valuing and 5.0 Connections, Relationships and Applications.

Making Art Visible is another key component to the TK Learning Initiative Program. Teaching artists, classroom teachers and school principals work in unison at each partner school to engage the larger student population, parents and school visitors, through pop-up art exhibits, temporary projects and longer exhibitions, thus making art visible and reinforcing the importance of creative thinking and expression.

In addition to our commitment to early childhood education, Pro Arts provides diligent professional development for both teaching artists and classroom teachers in order to deepen student learning and create a collaborative learning environment. Teaching artists gain more experience as in-classroom educators and have the opportunity to develop an 18-week curriculum. In addition, TK classroom teachers become more familiar with arts integration as a method to connect students in new ways with other subjects including math and science. Pro Arts hosts teacher training and professional development workshops, introducing artistic practices to educators with an emphasis on the creation of dynamic, collaborative cultures of learning for teachers and students and the development of emergent curriculum through art. Teaching artists meet once a month as a cohort at Pro Arts. During these meetings, teaching artists articulate what lesson plans had been successful and why, as well as discuss specific areas of improvement. These meetings serve as key moments for reflection and knowledge exchange. As an additional resource for classroom teachers and the larger art education community, Pro Arts plans to produce four videos, serving as an open source professional development tool.

Section 6: Project Personnel and Role in the Project

Arts Education Team:

Natalia Mount, Executive Director

Role: Program Development and Oversight

Originally from Sofia, Bulgaria, Natalia Mount holds an MBA in Media Management from the Metropolitan College of New York in New York, M.A. in Art Market from the Fashion Institute of Technology in New York and a B.A. in Criminal Justice from John Jay College of Criminal Justice in New York. Mount has over twenty years of experience working in the contemporary art field at a number of institutions including MoMA PS1, one of the oldest and largest nonprofit contemporary art institutions in the United States, and the Clocktower, the oldest alternative art project in New York,



with its radio station, Clocktower Radio, founded in 2003 as one of the first all-art online museum radio stations in the world.

Sarah Lockhart, Associate Director

Role: Finance, Budgeting

Lockhart has almost 20 years of experience working for Bay Area non-profit arts organizations, after spending several years working in commercial radio production. In 2000, Sarah co-founded Oakland interdisciplinary arts space, 21 Grand, where she directed its acclaimed music and performance program, as well as managing marketing and fundraising. Sarah was one of the earliest leaders of the Oakland Art Murmur, and served as its Treasurer for the first 5 years. She also collaborated with other curators' projects, Neighborhood Public Radio and The Illuminated Corridor, to produce work at Southern Exposure, the Whitney Biennale, and in various public spaces in the Bay Area.

Warith Taha - Teaching Artist

Warith Taha is a mixed-media visual artist who believes strongly in art's power to foster understanding, build community and create change. An Oakland native, Taha has had the opportunity to work both here in the Bay Area and abroad to bring art to populations of traditionally underserved youth. Taha has served as a Teaching Artist to a number of local arts organizations such as Pro Arts, The Imagine Bus Project, MOCHA and most recently became the Art Education Specialist to the Crissy Field Center in San Francisco. Warith graduated from Boston College in 2009, with degrees in Sociology and Studio Art. After graduating, Taha relocated to Beijing, China where he worked with the children of migrant workers, facilitating curriculum focused on art, social justice and English as a second language. Taha's art often explores themes of identity, history, and otherness.

Kate Kuaimoku - Teaching Artist

Kate Kuaimoku is a fine art framer, preparator, printmaker, sculptor, and maker. As a Seattle native, Kate holds a BFA in Printmaking from the University of Washington. Upon graduation she headed to the Bay Area to pursue gallery work with George Lawson Gallery, Galeria de la Raza, Swarm Gallery, and Creative Growth. As an artist, Kate's practice focuses on sustainability and ecology and act as strong anchors in her work. Her installation and sculptural work spines from using reclaimed materials and refuse to make interactive pieces for the public. Kate has shown work in Palazzo Pio in Rome, Italy, Roll-up Gallery, ArtBeats, StArtup Fair in San Francisco, and most recently in her two-person show "I've got you, babe" at Pro Arts Gallery in Oakland. As a teacher, she focuses on integrating resource recovery into her classroom curriculum as an opportunity to teach about recreation and waste management.

Moira McDonald - Teaching Artist

Moira McDonald is an Australian-American photographic artist working, living and making in the San Francisco Bay Area. Moira earned her Bachelor of Fine Art in Photography from California College of the Arts via Parsons School of Design and received her Master of Fine Art at San Jose State University. Her photographic inquiry is centered in the action of summoning the photographic image is articulated with a diverse dialect and approach while she systematically creates photographs through simplified analog processes. Moira's photographs have been exhibited throughout the United States and internationally and has worked as a Photography Instructor at San Jose State University and Harvey Milk Photo Center in San Francisco.

Trinidad Escobar - Teaching Artist



Trinidad Escobar is a poet, illustrator, mother, bruha, and educator from the Bay Area, California. Her writing and visual art have been featured in various publications such as *Rust & Moth*, *The Brooklyn Review*, *The Womanist*, *Red Wheelbarrow*, *Solo Cafe*, *Mythium*, *Tayo*, the anthologies *Walang Hiya*, *Over the Line*, *Kuwento*, and more. Trinidad has been a guest artist and speaker at the San Jose Museum of Art, Pilipino Komix Expo, LitQuake, and The Cartoon Art Museum in San Francisco. Her graphic memoir *CRUSHED* will be published in 2017 by Rosarium Publishing. Escobar teaches Comics & Race at California College of the Arts in Oakland, California.

Ignacio Rojas - Teaching Artist

Ignacio Rojas was born in Chile in 1978 migrated to Australia in 2001. He moved to San Francisco in June 2016. Rojas has a double background in fine arts and sociology. He has exhibited in more than thirty solo and group exhibitions as well as being finalist in numerous art competitions. Rojas has worked as an art teacher in several art schools and in socially inclusive artistic programs as well as in different universities as a research assistant and project officer including at RMIT University, Victoria University and The University of Melbourne. His latest body of work was inspired by a deep theoretic engagement with the notion of identity, which is inherently layered. These paintings belong to his PhD research series on Australian identity from a postcolonial migrant perspective. Through a combination of landscape, cityscape and double portrait painting, Rojas explores issues of cultural appropriation, mimicry and belonging as a migrant Australian. He considers art as a medium for social change and cultural diversity is the centre of his artistic practice

Chris Wood - Teaching Artist

Chris Wood is a musician who practices in the performing arts and electronic music. His performances cross and combine the mediums of music theater, electro-acoustic composition, performance poetry, sound installation, and fixed electronic media. Raised in Indiana, Wood lived in Chicago before coming to Mills College, where he co-founded and continues to perform/curate/create with Mocrep, a performance collective dedicated to the collaborative creation, curation, and performance of radical art that engages with contemporary culture.

Carolina Zamora - Teaching Artist

Carolina Zamora is an artist and educator originally from Costa Rica. She attended Pratt Institute where she earned a degree in Sculpture. Her work as a museum educator leading in-gallery experiences for children as well as coordinating a Teaching Artist Residency program at the Guggenheim Museum set her passion for blending art making and school curriculum. . Most recently, she worked with a preschool age group. Her studies in the field of early childhood education have heavily impacted her work and approach. In her own practice, she continues her 15 year dialogue with clay, by making functional and sculptural pieces in the medium. In addition, to making work in the studio she makes art out of her truck to demystify the process of making within public space.

Section 7: Project Budget

Implementation Final Year 3:

Item	Amount	Description
Teaching Artists	26,519	Teaching artists wages, taxes, and workers comp



Supplies	2,160	Art supplies
Program Management	20,000	Allocated salaries, wages, and fees for program coordination and professional development
Insurance and Licensing	712	Professional liability insurance, fingerprinting and testing for teaching artists
Office/Overhead	609	Office supplies and administrative overhead (non-personnel)
Total	50,000	

Section 8: Project Evaluation Plan

At the end of each school year, Pro Arts utilizes both quantitative and qualitative methods in data interpretation in order to assess the success of the TK Learning Initiative Program. We requested feedback, which was provided by school principals, teaching artists and the students themselves in the form of surveys, questionnaires and long-form answers.

In addition and as part of the evaluation process, Pro Arts assesses if the artist residency influenced a change in the classroom teacher's approach to exploring STEAM curriculum in the future. To that extent, we survey both the teaching artist and the classroom teacher in the beginning and the end of our program. From the teaching artist perspective, Pro Arts assess the professional growth of each teaching artist and receives feedback on their experience as an educator.

Section 9: Sustainability Plan/Strategies

Moving into our final year of implementation of the TK Learning Initiative Program, our goal is to seek direct funding from partner schools as well as other foundations and corporate sponsors so we can continue to facilitate this important initiative. Artist residencies over the course of 18 sessions allow for visual art to become a key component of early childhood education. This time frame has been successful to not only develop collaborative relationships with principals and classroom teachers, but also understand the specific learning needs of each student.

Currently, outside of the support from our partners OUSD, Pro Arts receives funding towards our Youth Arts Education Program from The City of Oakland Cultural Funding Program (Art in Schools Program) and the Walter & Elise HAAS Fund. These funds are allocated to cover teaching artist fees, art supplies and administration of the program.