

Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and Studio Pathways (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. Services. The CONTRACTOR shall provide the following services:

Studio Pathways shall provide professional development (PD) and coaching support to Lincoln Middle School (LMS) and Bay Farm School staff. On-site (LMS) PD Workshops for teachers will be developed collaboratively with school site administration and arts leadership teams to address and meet the needs of teachers. Elements of practice will include conocimiento, creative inquiry, visual and performing arts experiences, how culture shapes the brain, the elements of cognition to increase learning outcomes, framework alignment, movement, and reflective practice.

Coaching support shall be provided for the arts leadership team to implement a strategic design that centers equity and arts learning as the core focus of the school.

2. Terms. The term of this agreement shall be August 10, 2022 (or the day immediately following approval by an executive cabinet member if the aggregate amount CONTRACTOR contracted with AUSD is below \$99,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$99,100, whichever is later) to June 30, 2023. The work shall be completed no later than June 30, 2023.

3. Compensation. Check one of the following boxes:

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

3.1.1 ☐ CONTRACTOR is providing services for a flat fee which shall not exceed \$_____.

3.1.2 ☐ CONTRACTOR will be compensated at an hourly rate. Contractor will provide a maximum of hours of service at a rate of \$_____ per hour for a total not to exceed \$_____.

3.1.3 ☒ Other: Not to exceed \$40,000.00. Pricing details described in Exhibit A.

AUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred or equipment, materials or supplies used by CONTRACTOR in performing services for AUSD, except as follows: _____

which shall not exceed a total cost of \$_____.

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD'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 AUSD or the recipient 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 District and in that case must be replaced by CONTRACTOR without delay.

4. Strategic Alignment. Check one of the following boxes:

4.1 ☒ **School-based Agreements:** How does this service support your academic goals and increase student achievement as described in the Board-approved School Site Plan? Center equity and arts learning as sites move towards a standards based integrative learning model.

4.2 ☐ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? _____

5. Conduct of Contractor. CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications, prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9, which include:

5.1 Tuberculosis Screening. Check one of the following boxes:

5.1.1 ☐ TB Clearance will be completed through the AUSD Human Resources Department prior to starting work.

5.1.2 ☐ Agency requires all employees or subcontractors to complete TB testing and maintains current records accessible to AUSD upon request.

5.1.3 ☒ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students on more than an occasional basis.

TBM
JBM (CONTRACTOR initials)

SSW
SSW (District Representative initials)

5.2 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 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 AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD 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 reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the District under this Agreement."

- 5.2.1 ☐ Fingerprint Clearance will be completed through the AUSD Human Resources Department prior to starting work.
- 5.2.2 ☐ Agency requires all employees or subcontractors to complete fingerprinting and maintains current records accessible to AUSD upon request.
- 5.2.3 ☒ Waiver of Fingerprint Requirement. Waiver of Fingerprint Requirement. CONTRACTOR is not required to comply with section 5.2 because (check which applies):

☒ CONTRACTOR's staff will have no contact or interactions with students outside of the immediate supervision and control of the pupil's parent or guardian or a school employee; or

☐ CONTRACTOR'S services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and CONTRACTOR'S employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Contractor's services under this Agreement;

JBM
JBM (CONTRACTOR initials)

SSW
SSW (District Representative initials)

5.3 **Removal of CONTRACTOR's Employee(s).** In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. **Insurance.** CONTRACTOR will provide AUSD with evidence of the following insurance coverage prior to commencing the work under this Agreement:

6.1 **Workers' Compensation Insurance. Check one of the following boxes.** 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 only one of the boxes below:

☒ The CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which requires 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 provide AUSD proof of coverage before commencing the performance of the work of this Agreement. ***CONTRACTOR acknowledgement** Jessa Brie Moreno
Jessa Brie Moreno (Aug 5, 2022 14:06 PDT)

☐ The CONTRACTOR does not employ anyone in the manner subject to the Workers' Compensation laws of California.

6.2 **General Liability Insurance.** CONTRACTOR shall maintain general liability insurance, including automobile coverage when applicable, with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to AUSD and shall name AUSD as an additional insured through endorsement. Inclusion of AUSD as an additional insured shall not affect AUSD's right to a claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. CONTRACTOR must provide insurance documentation prior to the commencement of work.

***CONTRACTOR acknowledgement** Jessa Brie Moreno
Jessa Brie Moreno (Aug 5, 2022 14:06 PDT)

6.3 Professional Liability Insurance. If CONTRACTOR is offering AUSD professional advice under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

6.3.1 ☒ Waiver of Professional Liability Insurance. CONTRACTOR is not required to maintain professional liability insurance as they are not offering professional advice. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

JSM (CONTRACTOR initials)

SSW (District Representative initials)

7. Notices. All notices 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:

AUSD Representative:

Name: Sheila Sathe-Warner

E-mail: sswarner@alamedaunified.org

Site/Dept: Lincoln, Principal

Address: 1250 Fernside Blvd

Alameda, CA 94501

CONTRACTOR:

Name: Studio Pathways, LLC

Title: Jessa Brie Moreno, Co-CEO

Address: 4200 Park Blvd. #601

Oakland, CA 94564

Email: jessabrie@gmail.com

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 in address.

8. Invoicing. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD.

8.1 Invoices shall be emailed directly to accountspayable@alamedaunified.org or mailed to Attn: Accounts Payable at 2060 Challenger Drive, Alameda, CA 94501. Invoice shall include but not be limited to: consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.

9. Licenses and Permits. CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

10. Contractor Qualifications / Performance of Services.

10.1 Contractor Qualifications. CONTRACTOR 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 regulations, as they may apply.

10.2 Standard of Care. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. 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.

- 11. 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 certifies that s/he performs work that is outside the usual course of the District's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' 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. AUSD's interest is only in the results obtained.
- 12. Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.
- 13. Anti-Discrimination.** It is the policy of AUSD that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the 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 AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. 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.
- 14. Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORs, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 15. Indemnification.** Parties agree to hold harmless, indemnify, and defend the other party 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 agrees to hold harmless, indemnify, and defend AUSD 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 in connection with the performance of the Agreement. This provision survives termination of this Agreement.
- 16. ~~Copyright/Trademark/Patent/Ownership.~~** ~~CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, 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 AUSD. 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 authorships, or other documents prepared by CONTRACTOR or its subcontractors 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 AUSD.~~

17. **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.
18. **Termination.** AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.
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. **AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:
 - 20.1 Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - 20.2 Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **Limitation of AUSD Liability.** Other than as provided in this Agreement, AUSD'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 AUSD 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 personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. In the event CONTRACTOR receives student data protected by the Family Educational Rights and Privacy Act ("FERPA") or Children's Online Privacy Protection Act ("COPPA"), Provider shall abide by Education Code section 49073, including the following:
 - (a) Provider shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data
 - (b) Provider shall delete or otherwise dispose of student data in its possession after the termination of services under this Agreement
 - (c) Provider shall undertake reasonable precautions to protect the student data and shall promptly report to the District any unauthorized access to the student data.

- 23. Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement. 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 AUSD'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 AUSD of this information.
- 24. 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.
- 25. Litigation.** This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 26. Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.
- 27. 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. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
- 28. Contract Publicly Posted.** This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public online via the Internet.
- 29. 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/>).
- 30. Force Majeure.** At the District's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The District shall not be responsible for any costs associated with this Agreement while performance is so excused.
- 31. Other.** Additional terms attached or edits to must be approved by legal counsel representing AUSD.

I. SITE

CONTRACTOR

Print Name & Title: Jessa Brie Moreno, Co-CEOCONTRACTOR Signature: 
Jessa Brie Moreno (Aug 5, 2022 14:06 PDT) Date: 08/05/2022

SOURCE OF FUNDS

Unrestricted Funds (general fund) X Donated Funds _____ Restricted Funds _____Budget Code: 01-1100-0-1110-1000-5800-018-18-0000Shaila SathelWarner08/08/2022

Requesting Administrator

Date

The person(s) signing this Agreement on behalf of each party has been given the proper authority and empowered to enter into this Agreement.

FORWARD TO: Business Services for review and processing

II. HR

Human Resource Approval ☒ Yes ☐ No

Timothy Erwin (Aug 8, 2022 10:51 PDT)


08/08/2022

Signature of Human Resource Administrator

Date

III. CABINET

- ☐ Superintendent, Pasquale Scuderi
- ☐ Assistant Superintendent of Human Resources, Tim Erwin
- ☒ Assistant Superintendent of Educational Services, Kirsten Zazo
- ☐ Assistant Superintendent of Business Services, Shariq Khan



Kirsten Zazo (Aug 8, 2022 22:11 PDT)

08/08/2022

Signature of Executive Cabinet Member

Date

IV. BOARD

BOE Approval Required for Contracts Equal To Or Greater Than \$99,100:_____
Signature of President, Board of Education_____
Date_____
Signature of Secretary, Board of Education_____
Date

Instructions to Independent Contractors

Contractors who are not corporations should complete this form and submit with other contract documents.

Check all items that are true and correct. Contractor must inform Fiscal Services if business is converted into a corporation.

INDEPENDENT CONTRACTOR STATUS CHECKLIST

(Employee v. Independent Contractor)

Independent Contractor's Name:

NOT APPLICABLE

Current AUSD employee or substitute? ☐ Yes ☐ No

LABOR CODE FACTORS (§ 2750.3) – ALL 3 MUST APPLY

- ☐ **CONTRACTOR** and its workers are free from the control and direction of the District in connection with the performance of the work, both under the contract for the performance of the work and in fact.
- ☐ The work to be performed by the **CONTRACTOR** and its workers is outside the usual course of the District's business.
- ☐ **CONTRACTOR** is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

IRS COMMON LAW FACTORS:

- ☐ **NO INSTRUCTIONS:** The worker will not be required to follow explicit instructions to accomplish the job. AUSD may provide job specifications, however.
- ☐ **NO TRAINING:** The worker will not receive training provided by AUSD. The worker will use independent methods to accomplish the work.
- ☐ **RIGHT TO HIRE OTHERS:** The worker is being hired to provide a result and will have the right to hire others to do the actual work/job.
- ☐ **WORK NOT ESSENTIAL TO AUSD:** AUSD's success or continuation does not depend on the services of the worker.
- ☐ **OWN WORK HOURS:** The worker will establish the work hours for the job.
- ☐ **NOT A CONTINUING RELATIONSHIP:** The worker will not have a continuing relationship with AUSD. If the relationship is frequent, it will be at irregular intervals, or call (no full-time), or whenever work is available.
- ☐ **CONTROL OF ASSISTANTS:** If assistants are hired, it will be at the worker's sole discretion. The worker will be responsible for hiring, supervising, and paying those assistants.
- ☐ **TIME TO PURSUE OTHER WORK:** The worker will have time to pursue other gainful work.
- ☐ **JOB LOCATION:** The worker will control the job location if work is performed on AUSD's premises; AUSD will not direct or supervise the work.
- ☐ **ORDER OF WORK:** The worker will determine the order and sequence in which the job will be performed.
- ☐ **BASIS OF PAYMENT:** The worker will be paid by the job or project, not by actual time expended. Periodic payments may

be made, though, based on a percentage of the completed job. Also, overall compensation may be based on the projected number of days/hours needed to do the job times a fixed daily/hourly rate. However, this compensation will be set in advance of the job.

- ☐ **WORK FOR MULTIPLE FIRMS:** The worker may work for more than one firm or agency at a time.
- ☐ **BUSINESS EXPENSES:** The worker will be responsible for incidental or special business expenses.
- ☐ **OWN TOOLS/EQUIPMENT:** The worker will furnish the tools/equipment needed for the job. If AUSD leases equipment to the worker, the terms will be equivalent to what an independent business person could have obtained in the open market.
- SIGNIFICANT INVESTMENT:** The worker can perform services without hiring AUSD's facilities (equipment, office furniture, machinery, etc.). The worker's investment in his/her trade is real, essential, and adequate.
- ☐ **SERVICES AVAILABLE TO GENERAL PUBLIC:** The worker makes his/her services available to the general public by (check one or more):
 - ☐ Having an office and assistants
 - ☐ Advertising his/her services (e.g., business cards, letterhead, telephone book, other)
 - ☐ Having business signs
 - ☐ Having a business license
 - ☐ Listing services in a business directory
 - ☐ Other
 - ☐ (Attached copies of business license, business cards, letterhead, advertisements)
- ☐ **POSSIBLE PROFIT OR LOSS:** The worker can make a profit or a loss (check one or more):
 - ☐ The worker hires, directs, and pays assistants
 - ☐ The worker has his/her own office, equipment, materials, or facilities
 - ☐ The worker has continuing and recurring liabilities
 - ☐ The worker has agreed to perform specific jobs for prices agreed upon in advance
 - ☐ The worker's services affect his/her own business reputation
- ☐ **LIMITED RIGHT TO DISCHARGE:** The worker cannot be fired so long as a result is produced which meets the contract specifications.
- ☐ **NO COMPENSATION FOR NON-COMPLETION:** The worker is responsible for the satisfactory completion of the job and is not entitled to compensation in case of non-completion.
- ☐ **NO INTERIM REPORTS:** The worker is hired for the final result, and therefore, the worker will be asked for progress or interim reports. (Note: Reports which are defined in the Independent Contractor Agreement as an expected final result of the agreement or which are required by state or federal law are part of the services contracted for and are not considered "interim" or "progress" reports.)

I, _____ (contractor's printed name), certify that all the statements as checked above are true and correct according to the best of my knowledge.

Signature: _____


Addendum to Professional Services Agreement

32. Rights to Work Product. With the exception of all tools, business processes or work products brought into the engagement by the Consultant, all deliverables under this Agreement shall be considered works-made-for-hire (“Deliverables”) and all ownership rights relating to the Deliverables shall vest in Client. Nothing herein shall be construed to grant the Consultant any right or license to use the confidential, proprietary information of Client.

33. Contractor's IP That Is Not Work Product. During the course of this project, the Contractor might use intellectual property that the Contractor owns or has licensed from a third party, but that does not qualify as “work product.” This is called “background IP” and includes all intellectual property related to the Project developed, and/or owned and/or acquired by a party or outside the purview of this Agreement, before the date the Project commenced. The Background Intellectual Property of a party shall remain the separate intellectual property of such party. No rights to Background Intellectual Property are conferred by this Agreement, other than a limited license right to use Background Intellectual Property solely as required to perform the Project. Any such limited license right shall and does terminate immediately upon completion of the relevant work under the Project. The Client may use this background IP worldwide and free of charge, but it cannot transfer its rights to the background IP. The Client cannot sell or license the background IP separately from its products or services. The Contractor cannot take back this grant, and this grant does not end when the Contract is over.

34. Contractor's Right To Use Client IP. The Contractor may need to use the Client’s intellectual property to do its job. For example, if the Client is hiring the Contractor to build a website, the Contractor may have to use the Client’s logo. The Client agrees to let the Contractor use the Client’s intellectual property and other intellectual property that the Client controls to the extent reasonably necessary to do the Contractor's job. Beyond that, the Client is not giving the Contractor any intellectual property rights, unless specifically stated otherwise in this Contract.

Acknowledgment of these additional terms:

 <u>Kirsten Zazo (Aug 8, 2022 22:11 PDT)</u>	08/08/2022
District Representative	Date

<u>Jessa Brie Moreno</u> Jessa Brie Moreno (Aug 5, 2022 14:06 PDT)	08/05/2022
Studio Pathways	Date

ALAMEDA UNIFIED SCHOOL DISTRICT

Excellence & Equity For All Students

Contractor Vaccination Certification

The parties acknowledge that contractors whose staff come onto District property where students are present qualify as "school workers" as defined by the CDPH Public Health Order dated August 11, 2021 and must comply with these legal mandates by October 15, 2021.

By signing below, I certify all employees/staff, including the employees of any subcontractor who will perform work at any AUSD location are either fully vaccinated and have provided Contractor with proof of vaccination or such employees/staff will comply with weekly testing requirements as outlined in the State Public Health Office Order before entering school property.

Records of vaccination verification and testing records will be made available upon AUSD's request.

In addition, Contractor shall at all times remain in compliance with all current District policies and procedures associated with COVID-19 safety. The Contractor agrees to strictly, and without exception, follow all local, state, and federal guidelines regarding human protection from the Coronavirus (the "Guidelines"). The Guidelines to strictly follow are located at various sites, including, but not limited to:

- a) <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- b) <https://covid19.ca.gov/>
- c) <https://www.coronavirus.cchealth.org/>

I acknowledge that this certification, upon receipt by the District, hereby supplements and amends and is hereby incorporated by reference into Contractor's existing contract with the District, and continued compliance with the matters described herein is a condition for continuation of that contract. I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Executed this 12 day of January, 2022 at Oakland, California.

By: Jessa Brie Moreno

Signature:

DocuSigned by:

Jessica Brie Moreno

E382147B44624A4...

Title: Jessa Brie Moreno, Co-CEO

Please submit this completed/signed certification by email to dkrueger@alamedaunified.org as soon as possible.

Signature: Jessa Brie Moreno
Jessa Brie Moreno (Jan 21, 2022 09:55 PST)

Email: jessabrie@studiopathways.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/12/2022

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

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

PRODUCER NUTMEG INS AGENCY INC/PHS 76210775 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (A/C, No, Ext): (888) 925-3137 FAX (A/C, No): (888) 443-6112 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC#
INSURED Studio Pathways, LLC 4200 PARK BLVD OAKLAND CA 94602-1312	INSURER A : Sentinel Insurance Company Ltd. 11000 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X		76 SBU BG3408	12/11/2021	12/11/2022	EACH OCCURRENCE \$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000
	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTOS						BODILY INJURY (Per accident)
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)
	SCHEDULED AUTOS						
	NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						AGGREGATE
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT
							E.L. DISEASE -EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

Alameda Unified School District
2060 CHALLENGER DR
ALAMEDA CA 94501

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.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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Lincoln Middle School Culturally Responsive Teaching and Arts Integration Professional Learning Proposal

Submitted by Studio Pathways, LLC, March 16, 2022,
Updated March 29, 2022.

Purpose

Studio Pathways will use a creative inquiry process to develop a pathway of professional learning for Lincoln Middle School. Using the Studio Pathways' SPIRAL framework, we will build educators' capacity to implement culturally-responsive, arts-integrated practices for equitable student outcomes.

Approach

Studio Pathways centers contemporary, conceptual, and cultural arts as a foundation for exceptional learning experiences. Our approach to professional development nurtures creative inquiry to drive an arts-integrated model of teaching and learning across disciplines Pre-K-12.

Our workshops are designed for transformational experiences for classroom teachers and leaders to develop an embodied understanding of liberatory education. We provide a strong foundation for educators to move through a process of understanding and awareness to continue to create emancipatory learning experiences and outcomes for all students.

Workshops for Lincoln Middle School will be developed collaboratively with the administration and arts leadership team to address and meet the needs of teachers. Elements of practice will include *conocimiento*, creative inquiry, visual and performing arts experiences, how culture shapes



the brain, the elements of cognition to increase learning outcomes, framework alignment, movement, and reflective practice.

In addition to workshops for teachers, we will also provide coaching support for the arts leadership team to implement a strategic design that centers equity and arts learning as the core focus of the school. Coaching sessions will use creative inquiry to look at and build responses for the following aspects of the school design:

- Transformational Mission, Vision, & Values: Effective Equity and Arts Stance
- Quality Arts Education Program: Integration Alignment
- Joyful & Engaging Environment: School Culture
- High Performing Team: Teacher Pedagogy and Practices
- Aligned Strategy, Systems, & Operations: Flexible and Supportive Structures

SPIRAL FRAME

SP	Studio Pathways Entry points through the development of a creative environment that supports learning across content.
I	Inquiry Creative and research-based approaches for learning driven by curiosity and purposeful intention.
R	Reconciliation Reckoning, Racial Healing and Social Change as achieved through shared knowledge, power analysis and exploration of narrative and lineage.
A	Art Methods centered in culturally responsive arts and art integration practices, in order to encode and express learning.



L

Liberation

Removal of obstacles to connection and joy. Making learning visible through personal reflection, critical thinking, and collective wisdom.

Proposed Learning Pathway:

Five day intensive inclusive of coaching and instruction for an ongoing professional learning community of practice for school year 2022/23, culminating in a Spring “Curriculum Slam” (or the like) with teacher-led and student-led outcomes. Studio Pathways will facilitate these professional learning workshops for administration, school leaders, coaches, arts educators, classroom teachers and para-professionals, as a series. The workshops will address collaborative curriculum design.

Workshops will address the following themes, objectives and outcomes:

- Using the Spiral Frame as a roadmap for design.
- The role of collaboration in unit design: Teacher/Student, Teacher/Teacher, Teacher/Artist
- The relationship between key frameworks for designing and implementing the arts: Teaching for Understanding, Culturally Responsive Education, Universal Design for Learning, Social Emotional Learning, and Studio Habits of Mind

The ongoing quarterly Community of Practice series allows time for participants to implement and iterate on units and lessons utilizing the SPIRAL frameworks.

Leadership development will include participation for up to four school site leaders at our Art of Facilitation Intensive. Leadership coaching for visionary school-wide transformation will take place on a monthly basis from August-April 2023, with co-development of a culminating performance of understanding that will showcase the work of teachers and their students.

Authentic and ongoing assessment and participant surveys are built into the process of transformative learning.



Whole school (or district) access for up to 30 educators for one year to the Online Series version of our arc of learning “Do Your Lessons Love Your Students?” inclusive of guidebook and glossary for implementation.

Budget & Timeline:

This proposal is offered for a total project fee of 37500. at our *collaborative school rates* with work to be completed by May 2023.

*Please note, for in-person facilitation options, rates increase by an additional 5000. for up to six school site facilitations to include facilitator travel and set up time, in-person materials and supply fees.**

The discounted rates below are for one school site only. Additional District school site educators may choose to participate in the 5 week course work at an additional cost of 750. per educator, and/or at the Art of Facilitation for school leaders at 1250. For two school leaders.

*It is highly suggested that schools internally budget for arts-based materials and supplies (up to \$500. for each participating teacher) to use for implementation of CRTLA in units and lesson design with students.

Pathways	Est Rate
ILT Team Collaboration & Strategic Planning Path	
<ul style="list-style-type: none">• Monthly: Mtgs w/ with Leadership to review and discuss project goals.• Develop coaching and thought partner support of implementation in frameworks, curricular resources, tools and strategies that can be passed on to the community of practice.• Plan and implement support for the culminating event.• Support design plan & process for implementation of CRTLA school-wide.• Event plan, implementation support for culminating event: “Curriculum Slam” or the like.• Meetings w/with Leads to review and discuss project outcomes and evaluations	
<i>Subtotal for ILT Team Collaboration Path</i>	5000



Professional Learning Path	
<ul style="list-style-type: none">5 day intensive in the SPIRAL framework for CRTLA “Do Your Lessons Love Your Students?” arc of learning. Dates: TBD, Aug-Dec 2022.	20000
<ul style="list-style-type: none">One year access to Online Learning Series Arc: Do your lessons love your students?Guidebook and Glossary, additional assessment materials, FAQs and resources	5000
<ul style="list-style-type: none">Access to SP “The Art of Facilitation” Summer Institute (Four School Site Leaders) Participation Fee Waived for Whole School Transformation Partner Schools	2500
<ul style="list-style-type: none">Quarterly Community of Practice Professional Development Sessions focused on collaborative curriculum design.	7500
<i>Subtotal for School Collaborative Partner Path: (Discounted rate)</i>	
Admin Fees @10% (waived for whole school partners)	3100
Total Project Budget:	37500

Payment Schedule: 25% of payment is due upon signing of the contract. Fees invoiced upon completion of specific project milestones.

THE TEAM

The Studio Pathways team combines a depth and breadth of expertise and experience to shape the current context of teaching and learning by designing the platforms where teachers, administrators, and educators, can strengthen pedagogical practices, design and implement systems that lead for and through the arts. More information can be found on our website.

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