

Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and Creative Community (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 (include location, dates, to whom services are provided):

Creative Community will provide three days per week of STEAM/Art instruction to K-5 students during class at Paden Elementary.

Students in all grade levels will start their time in the art room doing an exploratory drawing activity meant to generate a connection with elements of their own unique creative expression. With support, students will create their own rubric of artistic elements that will be the guide for projects throughout the school year. Projects will build on previous skills and all connect to one another. Students will reflect on their process along the way and use those reflections to inform future creative choices.

2. **Terms.** The term of this agreement shall be from February 5, 2024 (or the day immediately following approval by the Superintendent or Assistant Superintendent(s) per (Education Code(s) §35161 and §17604) if the aggregate amount CONTRACTOR contracted with AUSD is below \$114,500; or, approval by the Board of Education if the total contract(s) exceeds \$114,500) to June 30, 2024. The work shall be completed no later than June 6, 2024.

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: Daily rate of \$600 with a total not to exceed \$24,000.00.

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 supplies for programming; which shall not exceed a total cost of \$ 1333.20.

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:

4.1 ☒ **School-based Agreements:** How does this service support academic goals and increase student achievement as described in the Board-approved School Site Plan? Enhance the support provided to students, incorporate art instructions to contribute to a more holistic educational experience to foster creativity, critical thinking, and emotional expression.

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 AUSD prior to starting work or records are already on file.

5.1.2 ☒ Agency certifies that they require all employees or subcontractors to complete TB testing and maintain such records.

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.

_____(CONTRACTOR initials)

_____(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 AUSD prior to starting work or records are already on file.

5.2.2 ☒ Agency certifies that they require all employees or subcontractors to complete fingerprinting and maintains such records.

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 and constant 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 services under this Agreement;

_____ (CONTRACTOR initials)

_____ (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** _____

☒ 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 endorse AUSD as an additional insured. 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. Failure to maintain coverage during the term of the contract will result in termination.

***CONTRACTOR acknowledgement**  _____
Maya Gordon (Feb 2, 2024 10:23 PST)

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.

MG
MG (CONTRACTOR initials)

TN
TN (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: Tri Nguyen

Title: Principal

Address: 444 Central Avenue
Alameda, California 94501

Email: tringuyen@alamedaunified.org

CONTRACTOR:

Name: Maya Gordon & Clarity Countryman

Title: Art Instructors

Address: 1136 Ballena Blvd Suite C
Alameda, California 94501

Email: info@creativecommunityalameda.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 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.** CONTRACTOR agrees to hold harmless, indemnify, and defend AUSD 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 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 to CONTRACTOR 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"), 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 AUSD.

Independent Contractor Status Verification

Contractors who are Individual/sole proprietors or single-member LLCs must 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)

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: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/22/2024

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
TAPCO- KL (5576)
PO Box 286
Burlington, NC 27216

CONTACT NAME

PHONE (A/C No, Ext):

FAX (A/C No):

EMAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
MAYA GORDON AND CLARITY COUNTRYMAN
CREATIVE COMMUNITY ALAMEDA
1937 CARLETON ST
APT D
BERKELEY, CA 94704

INSURER A: United States Liability Insurance Company

25895

INSUREB 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/YYYY)	LIMITS
A	GENERAL LIABILITY			CP 1810113	03/13/2023	03/13/2024	EACH OCCURENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS-COMP/OP AGG Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILIE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE Y / N						E.L. EACH ACCIDENT \$
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/>	N / A					E.L. DISEASE-EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (See attached Acord 101 for additional liability limits)

Specialty Educators, Trainers, and Instructor. RE: 1937 Carleton St, #d, Berkeley, CA 94704. Alameda Unified School District is an additional insured per CG 20 10 04 13

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



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POLICY ENDORSEMENT

Name of Assured

Maya Gordon and Clarity
Countryman DBA:
Creative Community Alameda
1937 Carleton St Apt D
Berkeley, CA 94704

Producer

518906
Leah Jacobs Nishi
1150 Ballena Blvd
Ste 102
Alameda, CA 94501

POLICY NUMBER:	CP1810113	ENDORSEMENT NUMBER:	003
COMPANY:	United States Liability Insurance Company		
POLICY EFF. DATE:	03/13/2023	POLICY EXP. DATE:	03/13/2024
ENDORSEMENT EFF. DATE:	01/17/2024		

Endorsement 003

Company Issued Endorsement .

Premium, Tax and Fee Changes

Prior Annual Base Premium	\$1,389.00
New Annual Base Premium	\$1,489.00
Pro-Rata Additional Annual Base Premium	\$15.00
Pro-Rata Tax Difference	\$0.00
Pro-Rata Additional Annual Gross Premium	\$15.00

ALL OTHER PROVISIONS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

This Endorsement is issued by
TAPCO Insurance Services
Post Office Box 286
Burlington, NC 27216
800-334-5579

TVCKQ-R



Authorized Representative
CA License Number: 0778135



ENDORSEMENT INVOICE

Name of Assured

Maya Gordon and Clarity
Countryman DBA:
Creative Community Alameda
1937 Carleton St Apt D
Berkeley, CA 94704

Producer

518906
Leah Jacobs Nishi
1150 Ballena Blvd
Ste 102
Alameda, CA 94501

POLICY NUMBER:	CP1810113	ENDORSEMENT NUMBER:	003
COMPANY:	United States Liability Insurance Company		
POLICY EFF. DATE:	03/13/2023	POLICY EXP. DATE:	03/13/2024
ENDORSEMENT EFF. DATE:	01/17/2024		
INVOICE DUE DATE:	02/06/2024		

Pro-Rata Additional Annual Base Premium	\$15.00
Policy Fee Difference	\$0.00
Pro-Rata Tax Difference	\$0.00
Pro-Rata Additional Annual Gross Premium	\$15.00
Commission Difference	\$0.00
Balance Due	\$15.00

ENDORSEMENTS ARE AGENCY BILLED ONLY. TAPCO DOES NOT BILL THE INSURED. THIS INVOICE DOES NOT REFLECT ANY PRIOR DEBITS OR CREDITS WHICH MAY BE PENDING.

TAPCO accepts Visa, MasterCard, Discover Card, American Express, and electronic (ACH) checks.

This Invoice is issued by
TAPCO Insurance Services
Post Office Box 286
Burlington, NC 27216
800-334-5579

TVCKQ-R



Authorized Representative
CA License Number: 0778135

ENDORSEMENT #3

This endorsement, issued by United States Liability Insurance Company
to MAYA GORDON AND CLARITY COUNTRYMAN DBA: CREATIVE COMMUNITY ALAMEDA
forms a part of
Policy Number CP 1810113 effective on 1/17/2024 (MO. DAY YR.) at 12:01 A.M.

Add/Remove/Amend General Liability Additional Insured Endorsement

In consideration of an additional premium of \$15 it is hereby agreed that the following
is(are) added to the Policy:

CG2010 04/13 - Additional Insured-Owners, Lessees or Contractors-Scheduled Person or
Organization

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

Effective Date: 01/17/2024 12:01 AM

ALAMEDA UNIFIED SCHOOL DISTRICT

2060 CHALLENGER DR.

ALAMEDA, CA 94501

Location(s) of Covered Operations

1937 CARLETON ST

#D

BERKELEY, CA 94704

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those action on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Nurturing Creative Learners

10.04.2023

Maya Gordon and Clarity Countryman

Creative Community Alameda LLC

1136 Ballena Blvd Suite C

Alameda, CA 94501

Overview

Creative Community Alameda strives to support learners of all ages to engage with the creative process as they build skills, try new ideas, and understand their own identities. Our mission is to help children see that all moments of learning have creative processes at work. We pull from the [Studio Habits of Mind framework](#) and [Project Zero's](#) thinking routines to help students become more intentional and engaged with daily learning practices. We do this through studio arts exploration, literacy, and social emotional learning. We pair this with support for educators so that they feel empowered to bring these practices into a variety of subject areas and activities in their daily classrooms.

Qualifications

Clarity Countryman and Maya Gordon are certificated classroom teachers, who formerly taught in Alameda Unified. In addition to years in the traditional classroom setting, they have experience in a wide variety of other educational programs and settings including: outdoor education, cooking classes, early childhood education, summer camps, art enrichment classes and more.

While in AUSD, Clarity and Maya were involved in a number of leadership roles. Most recently, they led the Maya Lin School staff in integrated learning and creative development as a part of the Arts Integration Leadership team. They have been advocates for more widespread arts learning in Alameda schools. They both received formal training through the Integrated Learning Specialist Program (ILSP), formerly offered through the Alameda County Office of Education.

Clarity and Maya deepened their initial training through a series of professional development courses called [Our Changing Planet](#), an AUSD initiative aimed to empower educators to integrate environmental education and advocacy. They spent years exploring and expanding on best practices in their own classrooms, while collaborating with other incredible educators to find new ways to spark curiosity and develop creative learners.

They offer a unique perspective as recent classroom teachers, that gives them insight into balancing the realities and dreams of creative practices in the public school setting.

Cost and Budget Proposal

1. **Cost of Services.** Daily rate is \$600.00.
2. **Estimated Supply Budget.** The budget for the remainder of the 2024 school year is \$1,500.00. If the program will require an initial purchase of non-consumable art supplies (because they cannot be shared with the school's art docent program), the total estimated budget is \$2,000.00.

Goals & Specifications

3. **Support students and staff in becoming lifelong learners through the creative process and reflective thinking routines.**

We provide student art and literacy activities that link social emotional learning with creative exploration. This supports long term student growth and collaborative understanding. Our goal is for students to be able to: learn more about themselves and their world, engage in critical conversations, understand that learning takes place in all aspects of their lives, and connect more deeply with other learners across grade levels.

We have created professional development experiences for staff to reconnect with the creative process of being a learner. This will be facilitated through open-ended creative practices, materials exploration, and artist studies. We aim to offer activities where staff can truly step into the role of the student and understand the perspective of engaging with new experiences.

4. **Empower educators to integrate creative practices and reflective processes into their everyday classrooms.**

We offer a variety of staff support programs/curriculum to help them connect their creative experiences listed above with realistic ways of incorporating new ideas into their learning spaces. We can create custom opportunities for connecting and observing other educators to share best practices. This can happen in 1:1 coaching, small group, or whole staff collaboration.

5. Create a common creative and learning language across the school site, between educators, staff, and students.

All members of the school community will possess a shared understanding and approach to discussing the creative process.

Sample Curriculum

1. Student Experience

Lines and Shapes Exploration

Students will learn:

- Studio Habits of Mind language
- Visual arts vocabulary
- Engage in open-ended creative exploration
- How to develop basic rubrics and/or ways to describe qualities of their art
- How to use of a variety of artistic tools and mediums

In this activity, students will create shared knowledge of the lines and shapes that compose most visual art. With the shared visual list in mind, students will spend time creating their own art piece with the open-ended prompt of exploring as many different types of lines, shapes, and art materials. Afterwards, each student will get a viewfinder to find a small portion of their work that sparks the most curiosity or interest. Using either written or verbal communication (depending on the grade level), students will express a few words that describe the quality or feeling of this section. Using these words as a rubric of their own work, students would then create a second piece of art that expressed these qualities in a new way.

Upper grade extension: Have students pass their work around a small group and have others write their own words on the back to describe the qualities of that art piece. Students can use this to reflect on their own work or incorporate it into the rubric process. Rubrics can also be more developed and students can assess themselves after creating their second piece of art.

In a closing circle, students reflect on the creative process using Studio Habits of Mind or other language to describe how they engaged in learning. Prompts might include: in what ways did you express yourself during this activity, what kinds of materials did you explore, did you discover anything new during this activity, etc.

2. Staff Experience

Studio Habits of Mind Exploration

Staff will learn:

- How to understand and apply the use of Studio Habits of Mind language
- Materials management for classroom use
- Visual arts vocabulary
- Engage in open-ended creative exploration
- How to participate in and practice facilitating reflection on creative processes


In this activity, staff members consider a skill they possess and respond to prompts regarding their development of this skill. They review their responses by identifying and labeling the artist habits (Studio Habits of Mind) they used to acquire this particular skill. With access to a variety of art materials, staff self-selects what to use to create a piece of art that represents their skill. They observe one another's art and share 2-3 words with the group about their observations. In a closing circle practice, staff members name the Studio Habits of Mind they noticed their students using in their classroom that school day.

Ongoing Staff Support provided through:

- Structured 1:1 coaching meetings where educators and facilitators reflect, brainstorm, adjust, and develop tools for continued facilitation in classrooms
- Small group breakout sessions for brainstorming ways to introduce, connect, and integrate creative practices into classroom teaching at each grade level and across a school community
- Whole group staff acknowledgements and appreciations of success with creative practices and new vocabulary

Conclusion

Creative Community can customize our time with your school community based on your unique scheduling and needs. We welcome the opportunity to make this a meaningful and collaborative experience for the staff and students we work with.

Signature: 
Tri Nguyen (Feb 2, 2024 10:47 PST)

Email: tringuyen@alamedaunified.org