



Letter of Agreement
Between
Attitudinal Healing Connection, Inc. and Community School for Creative Education

This Letter of Agreement is made and entered on March 13, 2024 by and between Attitudinal Healing Connection, Inc. [Tax ID: #94-3178158, Address: 101 Myrtle Street, Oakland, CA 94607] and Community School for Creative Education, 2221 International . The Attitudinal Healing Connection, Inc. (“AHC”) and Community School for Creative Education (“CSCE”) are fully committed to the success of their partnership for the 2023/2024 summer school session. The parties agree and commit to the following:

1. AHC will provide Extended Day/Visual Arts programming for the 2023/2024 summer session. ArtEsteem Extended Day programming at CSCE will begin June 3, 2024 and end June 28, 2024. Programming will consist of a total of 20 hours per week, for 4 weeks, Monday-Friday for Kindergarten-8th grade, 1:00pm-5:00pm each day (excluding observance of Juneteenth on Wednesday June 19, 2024).
2. CSCE will provide adequate space for program staff and student participants, as well as a safe storage area for materials and visual art supplies for the duration of the summer session. Classes will take place in designated classrooms, the community room, the black-top, blue-top and at pre-approved field trip sites. AHC management will provide oversight on curriculum and program implementation.
3. AHC will provide ArtEsteem staff for on-site programming at CSCE. ArtEsteem staff will have Live Scan fingerprint, TB and COVID-19 test clearance. AHC will instruct staff to adhere to all OUSD and CDC policies related to COVID-19 at all times. Until further notice ArtEsteem staff are expected to adhere to the CSCE policy related to mask wearing.
4. AHC will serve up to 20-25 students in each class, not to exceed a program total of 110. ArtEsteem staff will be on-site for preparation, teaching, and cleanup each day of the scheduled class.
5. AHC will provide applications for the program and will conduct surveys with students and families served.
6. AHC will work together with CSCE to create a clear system for taking student attendance and implementing student evaluations.
7. Funding for the Extended Day Summer Session: \$40,000 will come from CSCE funding sources.
8. AHC will provide an invoice to the CSCE CFO and the Principal for payment. Payment of \$20,000 to be paid no later than June 15, 2024. The balance of \$20,000 will be paid within 10 days of completion

of programming. AHC reserves the right to cease performing work for CSCE if the payments of AHC's invoices are not up to date.

9. AHC and CSCE agree that, as a condition of and in consideration for their child[ren]'s participation in AHC programs conducted on CSCE premises, each participant's parent or legal guardian will be required by CSCE to complete, sign, and return AHC's Enrollment Form, which provides basic contact information, emergency contact, pick-up and release, and medical data for each participant, a release of AHC from liability, and a perpetual, nonexclusive license to AHC for use of the participant's artwork created in the course of the ArtEsteem program. It shall be the responsibility of CSCE to ensure that a completed, signed Enrollment Form for each participant is provided to AHC at the commencement of the ArtEsteem program.

10. CSCE understands and agrees that, in the event CSCE fails to provide to AHC a completed, signed Enrollment Form for any ArtEsteem program participant, CSCE will fully indemnify and hold harmless AHC, its officers, directors, employees, volunteers, and all other persons acting on its behalf, in connection with any and all claims, causes of action, liability, damages, loss, and expenses, including attorneys' fees and court costs, whether based upon theories of strict liability or negligence, gross or otherwise, arising out of that participant's involvement in any AHC activity conducted on CSCE premises.

11. AHC and CSCE shall not offer employment to/solicit employment from the staff of either organization. Any such solicitation or indication of business relations between employees of AHC and administration of CSCE and/or employees of CSCE and administration of AHC is a conflict of interest and could jeopardize the partnership of these organizations.

This Letter of Agreement is entered into for the 2023/2024 school year and is subject to review by the parties. Any modifications to this agreement will be addressed at the time of review and subject to the parties' written agreement. This agreement cannot be arbitrarily withheld by any one of the parties.

Phillip Gedeon, Principal
Community School for Creative Education

Date

Phyllis Hall, Associate Director
Attitudinal Healing Connection, Inc.

Date

Amana Harris, Executive Director
Attitudinal Healing Connection, Inc.

Date