

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	14-0873
Introduction Date	5/28/14
Enactment Number	14-0884
Enactment Date	5/28/14



# Memo

**To** Board of Education  
 Gary Yee Ed.D., Superintendent

**From** By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
 Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date** \_\_\_\_\_  
 (To be completed by Procurement)

**Subject** Professional Services Contract Amendment - <sup>1</sup>  
 Oakland Schools Foundation Oakland CA (Contractor, City/State) -  
 181 - EnCompass Academy Elementary (site/department)

**Action Requested** Approval by the Governing Board of the amendment to the professional services contract between the District and Oakland Schools Foundation. Services to be primarily provided to 181 - EnCompass Academy Elementary for the period of 02/10/2014 through 06/12/2014, in an amount not to exceed \$9765.

**Background**  
*A one paragraph explanation of why an amendment is needed.*

Physical Fitness, structured play and movement is part of teaching to The Whole Child: it increases academic achievement by increasing blood flow to brain, releases stressful energy, and develops perseverance. This is especially important for students in a high-poverty neighborhood. This supports OUSD's fitness/ wellness initiative, it helps with passing the fitness test and to help with increasing school engagement and attendance. We want to reduce incidences leading to office referrals and bring even more of our students into the sphere of success.

**Discussion**  
*One paragraph summary of the amended scope of work.*

Fitness coach will provide sessions of health, physical education, and violence prevention presentations to our EnCompass Students during school hours and extended learning time. Additionally, she will mentor students with high needs to increase attendance, decrease behavior referrals, and increase school engagement and monitor students behavior and progress during transition time. She will provide students feedback and motivation through reflection and physical strategies, model for students lifelong fitness and health routines to practice on their own, build student leadership by focusing on mentees, teach cooperation games that integrate life skills and provide structured play.

**Recommendation** Approval by the Governing Board of the amendment to the professional services contract between the District and Oakland Schools Foundation. Services to be primarily provided to 181 - EnCompass Academy Elementary for the period of 02/10/2014 through 06/12/2014, in an amount not to exceed \$9765.

**Fiscal Impact** Funding resource name (please spell out) Unrestricted - Inst  
 not to exceed \$9765.

**Attachments**

- Contract Amendment
- Copy of original contract

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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools. Thriving Students.

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Oakland Schools Foundation (**CONTRACTOR**). OUSD entered into an Agreement with **CONTRACTOR** for services on February 10, 2014, and the parties agree to amend that Agreement as follows:

1. **Services:**  The scope of work has changed.  ONLY the funding source has changed.  
**If the scope of work has changed:** Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.  
 Revised scope of work attached. OR, The **CONTRACTOR** agrees to provide the following amended services:  
 During school hours and in extended learning programs for K-5 students, contractor will provide weekly health, physical fitness, and violence prevention presentations, model for students lifelong fitness and health routines, provide students feedback and motivation through reflection and physical strategies; mentor 16 students with high needs to increase attendance, decrease behavior referrals, and increase school engagement (2x/week check in with 10 chronically absent students); monitor K-5 students during schoolwide transition time (before, lunch, and after school).

2. **Terms (duration):**  The term of the contract is unchanged.  The term of the contract has changed.  
**If the term has changed:** The contract term is extended by an additional \_\_\_\_\_ (days/weeks/months), and the amended expiration date is \_\_\_\_\_.

3. **Compensation:**  The contract price is unchanged.  The contract price has changed.  
**If the compensation has changed:** The contract price is amended by  
 Increase of \$ 9765 to original contract amount  
 Decrease of \$ \_\_\_\_\_ to original contract amount  
 and the new contract total is \_\_\_\_\_ dollars (37,592.36 ~~35891.4~~)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**  
 There are no previous amendments to this Agreement.  This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature]  
 President, Board of Education  
 Superintendent or Designee  
[Signature]  
 Edgar Rakestraw, Jr., Secretary  
 Board of Education

5/29/14  
 Date  
5/29/14  
 Date

CONTRACTOR

[Signature]  
 Contractor Signature  
4/14/14  
 Date  
BRIAN STANLEY  
 Print Name, Title  
EXEC. DIR

### EXHIBIT "A" Scope of Work

#### DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

**Summary for Board Memo and Board Agenda** – Must accurately align with scope of work below.  
Fitness coach will provide sessions of health, physical education, and violence prevention presentations to our EnCompass Students during school hours and extended learning time. Additionally, she will mentor students with high needs to increase attendance, decrease behavior referrals, and increase school engagement and monitor students behavior and progress during transition time. She will provide students feedback and motivation through reflection and physical strategies, model for students lifelong fitness and health routines to practice on their own, build student leadership by focusing on mentees, teach cooperation games that integrate life skills and provide structured play.

#### SCOPE OF WORK

Oakland Schools Foundation \_\_\_\_\_ will provide a maximum of 245 hours of services at a rate of \$ 40.00 per hour for a total not to exceed \$ 9765. Services are anticipated to begin on 02/10/2014 and end on 06/12/2014.

**1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

Fitness Coach will monitor students behavior and progress during transition times, will provide students feedback and motivation through reflection and physical strategies. Coach will model for students lifelong fitness and health routines to practice on their own, build students leadership by focusing on mentees, teach cooperation games that integrate life skills, provide health, physical education, and violence presentation to EnCompass students. Coach will also mentor students with high needs to increase attendance, decrease behavior and increase school engagement.

**2. Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT. EnCompass vision is to teach to The Whole Child by mentoring and support to reduce truancy, discipline referrals and violent triggers in our school body; We hope to reduce our chronically absence students from last year by 10 students. We also hope to reduce our student office referrals by 10%. We want all students to pass the Fitness test.

**3. Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:  
(Check all that apply.)

- |   |  |
|---|--|
| <input type="checkbox"/> Ensure a high quality instructional core                 | <input type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools     |
| <input type="checkbox"/> Create equitable opportunities for learning              | <input type="checkbox"/> Accountable for quality                             |
| <input type="checkbox"/> High quality and effective instruction                   | <input checked="" type="checkbox"/> Full service community district          |

**4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)**

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: \_\_\_\_\_
  
  - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
    1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
    2. Meeting announcement for meeting in which the SPSA modification was approved.
    3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
    4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

# AMENDMENT ROUTING FORM

2013-2014

## PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1

### Directions

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

- Contractor and OUSD contract originator reach agreement on modification to original Scope of Work.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- If contract total amount has increased, the scope of work has changed. OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**
- OUSD contract originator submits amendment packet to Procurement for approval within two weeks of creating the requisition.

When the contract amendment is approved Procurement will add additional funds to the original Purchase Order.

### Attachment Checklist

- Contract amendment packet including Board Memo and Amendment Form  
 Amended Scope of work (Be specific as to what additional work is being done by this consultant.)  
 A Board Approved copy of the original contract and any prior Amendments.

OUSD Staff Contact *Emails about this contract should be sent to. (Required)* Tram.Nguyen@ousd.k12.ca.us

### Contractor Information

Contractor Name	Oakland Schools Foundation	Agency's Contact	David Korsak		
OUSD Vendor ID #	V053845	Title	Finance Director		
Street Address	P.O. Box 20238	City	Oakland	State	CA Zip 94620
Telephone	510-842-3461	Email	david@oaklandschoolsfoundation.org		

### Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 27827.40	Original PO Number	P1406857		
Amended Amount	\$ 9765	New Requisition #	RO410864		
New Total Contract Amount	\$ 35891.4	Start Date	02/10/2014	End Date	06/12/2014
Pay Rate Per Hour (Required)	40.00	Number of Hours (Required)	245		

### Budget Information

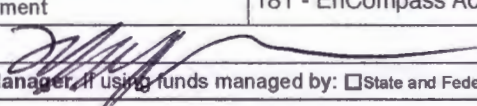
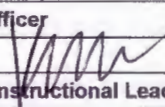
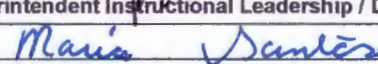
*If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.*

Resource #	Resource Name	Org Key	Object Code	Amount
0000	Unrestricted	1811110101	5825	\$ 9765
			5825	\$
			5825	\$

### Approval and Routing (in order of approval steps)

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

1.	Site Administrator or Manager	Name	Minh-Tram Nguyen	Phone	5106393350	Fax	5106393352
	Site / Department	181 - EnCompass Academy Elementary					
	Signature				Date Approved	4/14/14	
2.	Resource Manager	if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships					
	Signature				Date Approved		
	Signature				Date Approved		
3.	Regional or Executive Officer						
	Signature				Date Approved	4/25/14	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000					
	Signature				Date Approved	5-13-14	
5.	Superintendent or Board of Education	Signature on the legal contract					

Legal Required if not using standard contract	Approved	Denied - Reason	Date
Procurement	Date Received	PO Number	New Requisition

<b>Board Office Use: Legislative File Info.</b>	
File ID Number:	14-0414
Introduction Date:	03/26/2014
Enactment Number:	14-0507
Enactment Date:	3-26-14



OAKLAND UNIFIED SCHOOL DISTRICT

Our Efforts are Making a Difference for Every Student

## Memo

**To:** Board of Education  
**From:** GARY YEE, EdD, ACTING SUPERINTENDENT  
**Board Meeting Date:** 03/26/2014  
**Subject:** Professional Service Contract  
**Contractor:** Oakland Schools Foundation of Oakland, CA  
**Services for:** 181-ENCOMPASS

**Board Action Requested and Recommendation:** Approval by the Board of Education of a Professional Services Contract between the District and Oakland Schools Foundation, Oakland, CA, for the latter to provide: Support parent understanding of their child's development integrated through communications pertaining to attendance, discipline, social emotional, academic development. Increase teacher capacity to engage with families. Attend relevant meetings for SST, SART, COST. Arrange and attend relevant, discipline/behavior meetings. Serve as Nutrition Champion, Support Blended Learning home engagement. Conduct home visits or on-site family consultations as needed. Conduct parent academic workshops. Attend parent meetings with principal to resolve questions and concerns as relevant. Coordinate the FAST team. for the period of 02/10/2014 through 06/12/2014 in an amount not to exceed \$27,827.36.

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

To support parent understanding of their child's development integrated through communications pertaining to attendance, discipline, social emotional, academic development. To increase teacher capacity to engage with families

**Discussion:**  
 (QUANTIFY what is being purchased.)

Support parent understanding of their child's development integrated through communications pertaining to attendance, discipline, social emotional, academic development. Increase teacher capacity to engage with families. Attend relevant meetings for SST, SART, COST. Arrange and attend relevant, discipline/behavior meetings. Serve as Nutrition Champion, Support Blended Learning home engagement. Conduct home visits or on-site family consultations as needed. Conduct parent academic workshops. Attend parent meetings with principal to resolve questions and concerns as relevant. Coordinate the FAST team.

Board Office Use: Legislative File Info.	
File ID Number:	14-0414
Introduction Date:	03/26/2014
Enactment Number:	14-0507
Enactment Date:	3-26-14



OAKLAND UNIFIED  
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**Fiscal Impact:** Funding resources below not to exceed \$27,827.36

**Attachments:** Professional Services Contract including :Scope of Work  
Waiver Summary  
Resume / Statement of Qualifications  
EPLS Search Results Page  
Insurance Certification (if no Waiver was granted)

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	14-0414
Introduction Date	03/26/2014
Enactment Number	A-0507
Enactment Date	3-26-14



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

## PROFESSIONAL SERVICES CONTRACT 2013-2014

Oakland Schools Foundation

This Agreement is entered into between \_\_\_\_\_ (CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows.

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 02/10/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100.00, whichever is later. The work shall be completed no later than 06/12/2014.

- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Twenty seven thousand eight hundred twenty seven and thirty six Dollars (\$27,827.36) [per fiscal year], at an hourly billing rate not to exceed \$40.01 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: No Reimbursements

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE which shall not exceed a total cost of \$0.00.
- CONTRACTOR Qualifications / Performance of Services:**

**CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

**Standard of Care:** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:



Professional Services Contract

**OUSD Representative:**

Name: MINH-TRAM NGUYEN  
Site /Dept.: 181-ENCOMPASS  
Address: 1025 81st AVE  
Oakland, CA 94621  
Phone: 510-639-3350

**CONTRACTOR:**

Name: David Korsak  
Title: Officer (Executive)  
Address: PO Box 27148  
Oakland, CA 94602  
Phone: 510-842-3461

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

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

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

Professional Services Contract

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
17. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
18. **Conduct of CONTRACTOR:** CONTRACTOR will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, which include:
  1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
  2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

**Professional Services Contract**

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.  
  
CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.  
  
Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/eplis/search.do>)
- 25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 28. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 30. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

**OAKLAND UNIFIED SCHOOL DISTRICT**

- President, Board of Education
- Superintendent or Designee

Secretary, Board of Education

3-27-14  
Date

3-27-14  
Date

**CONTRACTOR**

David Korsak  
Contractor eSignature

02/23/2014  
Date

David Korsak, Officer (Executive)  
Print Name, Title

File ID Number: 14-0414  
 Introduction Date: 3-26-14  
 Enactment Number: 14-0507  
 Enactment Date: 3-26-14  
 By: \_\_\_\_\_

### EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

Support parent understanding of their child's development integrated through communications pertaining to attendance, discipline, social emotional, academic development. Increase teacher capacity to engage with families. Attend relevant meetings for SST, SART, COST. Arrange and attend relevant, discipline/behavior meetings, Serve as Nutrition Champion, Support Blended Learning home engagement. Conduct home visits or on-site family consultations as needed. Conduct parent academic workshops. Attend parent meetings with principal to resolve questions and concerns as relevant. Coordinate the FAST team.

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Attend relevant meetings for SST, SART, COST

Arrange and attend relevant discipline/behavior meetings. Serve as Nutrition Champion. Support Blended Learning home engagement. Conduct home visits or on-site family consultations as needed. Increase family engagement by parents gaining a deeper understanding of their child's development; support class cultural relationships among families; increased teacher capacity to engage with families, increase student attendance and achievement.

3. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- |   |   |
|---|---|
| <input type="checkbox"/> Ensure a high quality instructional core                 | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools                |
| <input type="checkbox"/> Create equitable opportunities for learning              | <input checked="" type="checkbox"/> Accountable for quality                             |
| <input type="checkbox"/> High quality and effective instruction                   | <input checked="" type="checkbox"/> Full service community district                     |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP:** (no additional documentation required)

– Item Number(s): Not Applicable  
No Restricted Funds

- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.



***ContractsOnline: Contract Waiver Summary***

**Site Number-Name: 181-ENCOMPASS**

**Principal / Department Head: MINH-TRAM NGUYEN**

**Contractor Name: David Korsak**

**Business Name: Oakland Schools Foundation**

**Contract Type: Standard**

**Anticipated Start Date: 02/10/2014**

**Contract End Date: 06/12/2014**

**Rate Type: HOURLY**

**Contract Amount: \$27,827.36**

***Applicable Waivers***

**Approved by Risk Management**

**Insurance-Reduction Waiver Status: NA**

**Waiver-Reduction Type: \$1,000,000 Required**

**Other Reduction Amount: NA**

**Approval Date:**

**Approved by Deputy Superintendent**

**Billing Waiver Status: NA**

**Approval Date:**

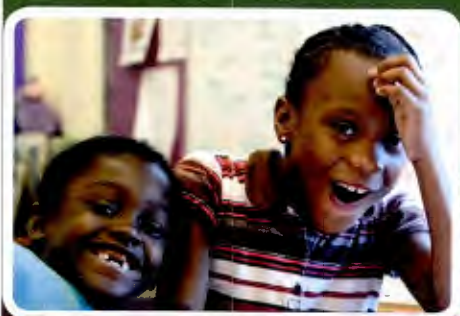
**Fingerprint Waiver Status: NA**

**Approval Date:**

**TB Test Waiver Status: NA**

**Approval Date:**

# 2011 - 2012 ANNUAL REPORT



OAKLAND  
SCHOOLS  
FOUNDATION

[www.oaklandschoolsfoundation.org](http://www.oaklandschoolsfoundation.org)

# FROM THE DESK OF THE EXECUTIVE DIRECTOR



Fellow supporters of Oakland public schools,

As the following pages reflect, the Oakland Schools Foundation (OSF) carries into its tenth year a legacy of connecting Oakland public schools with the resources to support programs our students need most.

OSF's results – like the more than \$23 million we have helped raise for school programs since 2003 – speak for themselves, as do the factors that make this work critical for Oakland. Stark resource and opportunity gaps persist across our state, with California ranking near the bottom in per-student funding. What this means for students in Oakland's under-resourced schools is very real, and it is what drives our staff, every single day.

Entering our second decade as an education fund, we remain focused on our most important measure of success: accelerating student achievement in Oakland's highest-need communities. We help schools generate and manage resources that enrich learning by collaborating with schools on innovative and long-term strategies, and by partnering with the Oakland Unified School District to create equitable outcomes across the city.

I invite you to join us in this work. OSF's commitment to collaboration – with schools, the District, our supporters, and partners – is at the heart of our equity-based vision. I look forward to speaking with you about the information in this Annual Report and about the exciting work ahead of us.

In partnership,



Brian Stanley  
Executive Director

510-473-5745  
brian@oaklandschoolsfoundation.org



## OSF MISSION AND VISION

The Oakland Schools Foundation is a local education fund that secures and manages resources for Oakland public schools in order to support its vision of equity: that all students have the opportunity to achieve excellence.



Students at PLACE @ Presc

“What OSF is doing for schools in the area of resource development, plus their flexibility and responsiveness around finance is so helpful. We identify what we need and they're able to respond to that. We cannot do this work without OSF.”

- Mark Triplett, Principal  
Urban Promise Academy



# OUR PARTNER SCHOOLS

In 2011-12, OSF worked with 36 public schools serving more than 12,000 students.

## **K-5 SCHOOLS**

Acorn Woodland Elementary  
Allendale Elementary  
Bridges Academy at Melrose  
Cleveland Elementary  
EnCompass Academy  
Fred T. Korematsu Discovery Academy  
Futures Elementary  
International Community School  
Learning Without Limits  
Manzanita Community School  
Manzanita SEED Elementary School  
Martin Luther King, Jr. Elementary  
New Highland Academy  
PLACE @ Prescott  
Reach Academy  
RISE Community School  
Think College Now

## **K-8 SCHOOLS**

ASCEND  
Greenleaf Elementary  
Melrose Leadership Academy  
Sankofa Academy

## **MIDDLE SCHOOLS**

Alliance Academy  
Bret Harte Middle School  
Elmhurst Community Prep  
Frick Middle School  
Roosevelt Middle School  
Roots International Academy  
United for Success Academy  
Urban Promise Academy  
West Oakland Middle School

## **HIGH SCHOOLS**

Castlemont High School  
Coliseum College Prep Academy  
Life Academy of Health  
& Bioscience  
McClymonds High School  
MetWest High School  
Oakland International High School

## **OSF SCHOOL DEMOGRAPHICS**

- 80% eligible for free or reduced-price lunch
- 96% students of color
- 60% English Language Learners



# OSF SERVICES

## **FISCAL SPONSORSHIP AND MANAGEMENT**

Fiscal management and accountability are key to resource development. As a 501(c)(3), OSF provides schools fiscal sponsorship for grants, donations, and in-kind contributions. We help our partner schools be accountable to their supporters through rigorous budget management and consistent donor follow-up.

## **HUMAN RESOURCES MANAGEMENT**

As a fiscal sponsor for schools, OSF provides contractor and employee administration services for school programs funded by private grants and donations. OSF also employs its own program managers and coaches at schools sites to support school program development and implementation.

## **RESOURCE DEVELOPMENT**

Per-student funding is on a national decline, and California currently spends close to \$3,000 less per student than the national average. The growing resource and opportunity gaps in public education require that we look for resources beyond public funding to support our students. OSF provides grant writing, donor cultivation, and partnership development services to help partner schools generate diverse resource portfolios that support programs critical to student learning and success.

## **COMMUNICATIONS AND OUTREACH**

In order to cultivate student enrollment, community and family engagement, and resource development it is important that we share what is happening in our schools. To this end, OSF provides partner schools with communications and outreach services that include branding, website development, social media management, storytelling, mass mailings, photography, videography, and the development of communications materials such as newsletters, brochures, flyers, postcards, fact sheets, and PowerPoint presentations.

## **PROFESSIONAL LEARNING AND PROGRAM DEVELOPMENT**

OSF provides inquiry-based, participant-led, and student-centered professional learning services that convene leaders across schools to share and develop strategies, practices, and resources that cultivate program improvement and, ultimately, student learning and success. OSF currently hosts three professional learning communities: Family Engagement and Leadership Initiative (FamELI), Elementary Literacy Collaborative (ELC), and Wellness Initiative. 25 schools participate in these programs.

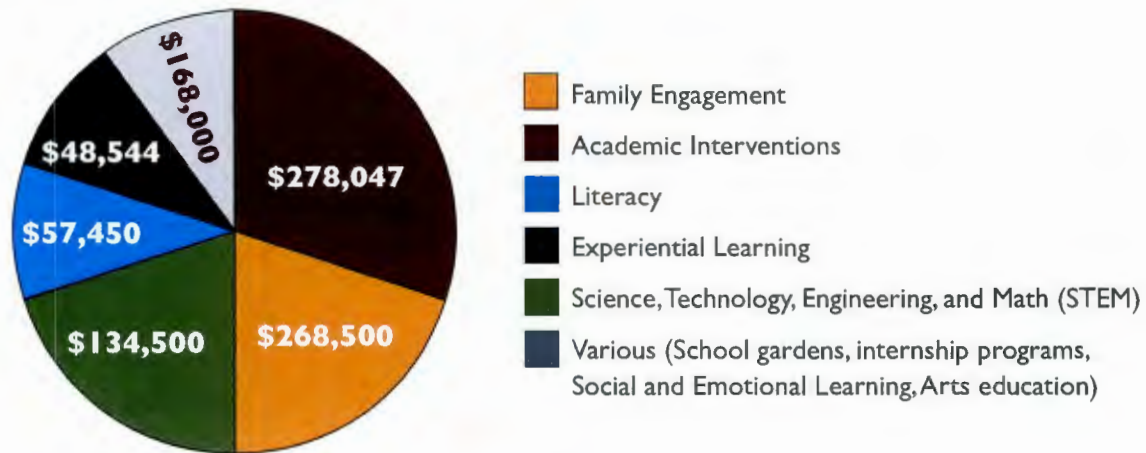
## **DISTRICT AND CITY-WIDE SERVICES**

OSF partners closely with the Oakland Unified School District to provide services that have a systemic impact across Oakland schools.

# RESULTS AND IMPACT

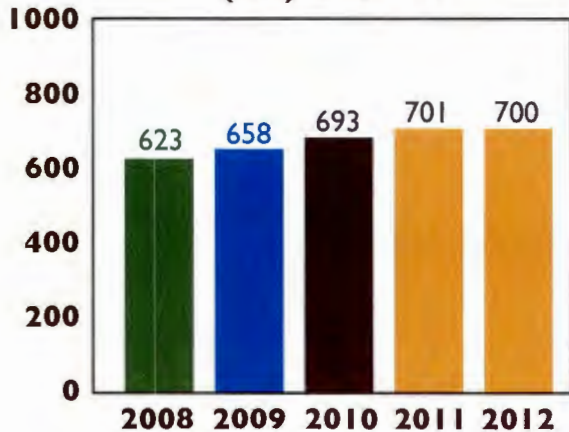
## OSF GRANTS FUNDING FOR SCHOOLS

OSF has helped 55 schools raise more than \$23 million in grants for key programs since 2003. In 2011-12, OSF helped 25 schools raise more than \$950,000 in grants for 63 programs. The graph below breaks down the major areas of funding.

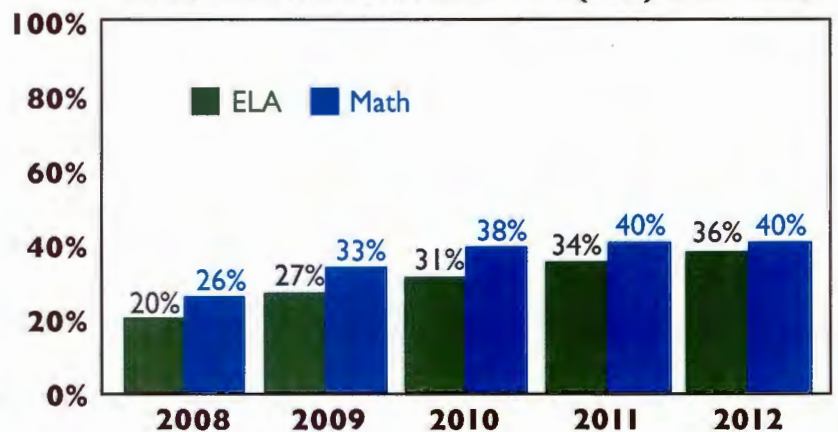


**OSF gets a four-to-one return on investment:** for every dollar schools invest in OSF, we generate at least four dollars for school programs.

**OSF PARTNER SCHOOLS: Academic Performance Index (API) Over time**



**OSF PARTNER SCHOOLS: Percentage of Students Who Scored Proficient or Advanced in ELA and Math on the California Standards Test (CST) Over Time**



## STATEMENT OF FINANCIAL POSITION

As of June 30, 2012

### ASSETS

Total Current Assets	\$2,105,243
Other Assets	\$4,584
<b>Total Assets</b>	<b>\$2,109,827</b>

### LIABILITIES

\$131,169

### NET ASSETS

Unrestricted	\$1,313,508
Temporarily Restricted	\$665,150
<b>Total Net Assets</b>	<b>\$1,978,658</b>

**TOTAL LIABILITIES AND NET ASSETS** **\$2,109,827**



Student at Frick Middle School

## STATEMENT OF ACTIVITIES

Year Ended June 30, 2012

### SUPPORT AND REVENUE

Support	\$2,038,993
Revenue	\$662,785
<b>Total Support &amp; Revenue</b>	<b>\$2,701,778</b>

### EXPENSES

Program	\$2,141,559
Management and general	\$227,932
Fundraising	\$58,076
<b>Total Expenses</b>	<b>\$2,427,567</b>

**Change in Net Assets** **\$274,211**

Net Assets, Beginning of Year \$1,704,446

**Net Assets, End of Year** **\$1,978,657**

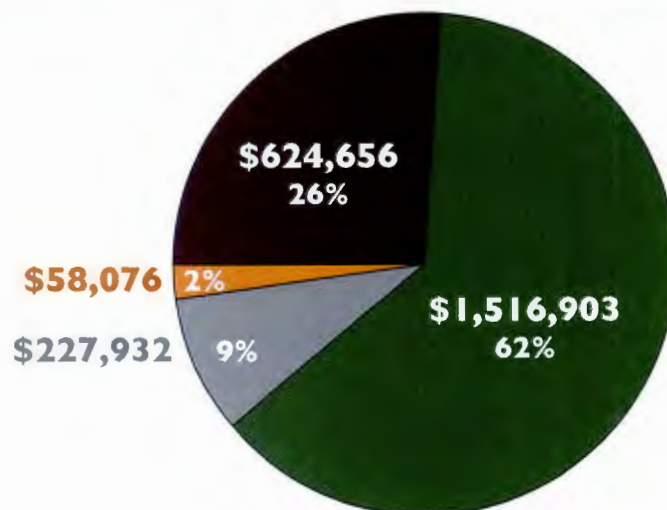
**88% of OSF's operating costs go directly to school service.**

**In other words, OSF spends just 12 cents of every dollar on in-house administrative costs.**

## BREAKDOWN OF EXPENSES

Year Ended June 30, 2012

- Program Expenses - Services to Schools
- Program Expenses - School Sites
- Management and General
- Fundraising



# OSF THANKS THESE FOUNDATIONS, CORPORATIONS, AND INDIVIDUALS FOR THEIR SUPPORT IN 2011-12:

## **\$50,000+**

Anonymous  
S.D. Bechtel Jr. Family Foundation  
The William H. Donner Foundation  
Walter and Elise Haas Fund  
Wayne and Gladys Valley Foundation  
Zellerbach Family Foundation

## **\$20,000 to \$50,000**

East Bay Community Foundation  
Pacific Gas and Electric Company  
Wells Fargo

## **\$10,000 to \$20,000**

Irene S. Scully Foundation  
Target Foundation  
Bernard and Alba Witkin Foundation

## **\$1000 to \$5000**

Alta Alliance Bank  
Anonymous  
Arntz Family Foundation  
Mary Burkhart  
Lloyd Lavagetto  
Elaine and Chuck Tope and McLaughlin  
Dan Quigley  
Brian Rogers  
Kavindar Singh  
Robert Spencer  
Brian Steel  
Chris Stotka  
Ellie and John Sutter

## **\$500 to \$999**

Charlene Akers  
Lillian Cordova-Lopez  
Rachel Cukierman  
Lily Hu  
Katrina Kellogg  
Jonathan Klein  
Richard Marcus  
Bruce Mast  
Eric Ng  
Khalilah Rasheed  
Dalya Sachs  
Andrea Saltzman  
Libby Schaaf  
Kenneth Schmier  
Marc and Alexis Stice  
David Sweet  
Bob and Diane Wagner

## **\$250 to \$499**

Stuart and Samantha Block and Nobles-Block  
Kevin and Patricia Bohm  
Mark Borsuk

Douglas & Amy Boxer  
Garrett C. Dailey  
Linda Davis  
Francisco Devries  
Carrie McPherson & Scott Douglass  
Education Pioneers

Yew Joo Hoe  
Deborah Kaminski  
Bryan Tracey and Laurie Lober  
Dagmar Serota  
Phillip H. Tagami  
Miye Takagi  
Robert VanWesep  
Lyle C. Wing  
R. Neil and Susan Vance and Zimmerman

## **\$100 to \$249**

Tarliena Aamir-Balinton  
Joseph & Sharon Barrington  
Ophelia Basgal and Gary Fitschen  
Rachel Benham  
Cassandra Benjamin  
Amanda Brown-Stevens  
Michael Chen  
Scott Deskin  
Sally Van Etten  
Patrick Folan  
Mary Foley  
Earl Hamlin  
Joseph Haraburda  
Arthur and Susan Hartinger  
C.J. Hirschfield  
Charlton Holland  
Cornelius Hopper  
Benjamin B. & Andrea Johnson & Ravas  
Donald and Judith Jones  
Jonathan and Amanda Klein  
Raleigh Klein  
Peter E. Koszalka  
Michael & Avis Kowalewski  
Jeff Kutash  
Ellen Lee  
William Lester Jr.  
Mike McDermott  
Ann Miller and Chuck Raben  
Lester Olmstead-Rose  
Harry G. Prince  
Rachel Reinhard  
Deborah Richman  
Norma Jean Rogers  
Ruth Stroup  
Alva & Jennifer Svoboda  
William Tom  
Virginia Traxler  
Sharon Turner  
Mary and John Vardigan

Shehzad Y. Wadalawala  
Karola Wilkins  
Ian Williams  
Jain Williams  
Pat and Philip Williams

## **\$1 to \$99**

Volene Amilcar  
Kelsea Ballantyne  
Adrienne Blum  
Juliet Bonczkowski  
Madeleine Clarke  
Sam Cunningham  
Sunny Daly  
Michael DeFabio  
Yvonne Eldridge  
Kimberly Nakahara Erickson  
John Fanning  
Maryellen Ferro  
Marian and Roger Gray  
Jan Grygier  
Tamara Henry  
Anthony King  
Jane Klein  
Brian Kolodziejski  
Margaret Lamb  
Tom Libby  
Patricia Mallan  
Tony Marcus  
Edward Martinez  
Catherine Mclane  
Robert Menzimer  
Toni Moore  
Melanie Nuni  
Timothy M. Pariani  
Carmen Perea  
Dominica Phetteplace  
Ivan Rosales-Montes  
Samuel and Gina Saddik  
Katherine Schugren-Meyer  
Ann Segesman  
Lia Shigemura  
Diana Smith  
Franz Snyder  
Carla Spain  
Erika Strohlic Abelon  
Tim Sullivan  
Crystal Ulrich  
Julianne Vaccaro  
Amber Valdez  
Dorothy Vance  
Madeline Venable  
Eva Vincent  
Jørgen "Yogi" Vindum  
Faye White  
Kathryne Young

# STAFF

**Brian Stanley**  
Executive Director

**Amber Valdez**  
Associate Director

**Benj Vardigan**  
Communications Manager

**Tamara Dukes**  
Client Services Manager

**Alice Kuo**  
Communications and Outreach Coordinator

**Mike Barr**  
Vice President of Finance and Operations

**Joanna Kaplan Rasheed**  
Manager, Development

**Ruth Marcus**  
Grants Coordinator

**Helen Vance**  
Finance and Administrative Associate

**Kenya Broadnax**  
Special Programs Assistant

# BOARD OF DIRECTORS

**Vanessa Coleman**  
Co-President

**Robert Spencer**  
Co-President

**Jose Corona**  
Vice President

**Lillian Cordova-Lopez**  
Secretary

**Sedrick Tydus**  
Treasurer

**Samir Bolar**  
Member-at-Large

**Brendan Cullen**  
Member-at-Large

**Jonathan Klein**  
Member-at-Large

**Carrie McPherson Douglass**  
Member-at-Large

TO CONTACT OSF:  
PO Box 27148 Oakland, CA 94602  
(510) 510-842-3461 (phone) (510) 225-3350 (fax)  
[www.oaklandschoolsfoundation.org](http://www.oaklandschoolsfoundation.org)



**OAKLAND  
SCHOOLS  
FOUNDATION**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/1/2013

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 AISI dba Pan American Insurance Agency, Inc. CA License # 0F89850 2800 W March Lane, Ste 420 Stockton CA 95219	CONTACT NAME: Jane Blacow
	PHONE (A/C No, Ext): (209) 955-2600 FAX (A/C No): (209) 474-0697
	E-MAIL ADDRESS: janeblacow@paula.com
INSURED Oakland Schools Foundation P O Box 27148  Oakland CA 94602	INSURER(S) AFFORDING COVERAGE
	INSURER A: ALLIANCE FOR NONPROFITS
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 2013-14Liab 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/SUBR/INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	201316926NPO	9/15/2013	9/15/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 20,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		201316926NPO	9/15/2013	9/15/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate holder is named as Additional Insurance as respect's insured's operations.

### CERTIFICATE HOLDER

### CANCELLATION

Oakland Unified School District  
1025 Second Avenue  
Oakland, CA 94606

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  
Bob Underwood/JANE

POLICY NUMBER: 201316926NPO  
COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT  
CAREFULLY.**

**ADDITIONAL INSURED-DESIGNATED PERSON  
OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization: Oakland Unified School District**

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/30/2014

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

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PRODUCER <b>AISI dba Pan American Insurance Agency, Inc.</b> CA License # 0F89850 2800 W March Lane, Ste 420 Stockton CA 95219	CONTACT NAME: <b>Jane Blacow</b>	
	PHONE (A/C No. Ext): <b>(209) 955-2600</b>	FAX (A/C No.): <b>(209) 474-0697</b>
E-MAIL ADDRESS: <b>janeblacow@paula.com</b>		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: <b>New York Marine and General</b>		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED  
**Oakland Schools Foundation**  
P O Box 27148  
**Oakland CA 94602**

COVERAGES CERTIFICATE NUMBER: WC2014-15 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	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y <input type="checkbox"/> N	<b>WC201400004600</b>	<b>1/1/2014</b>	<b>1/1/2015</b>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  <b>Oakland Unified School District</b> Attn: Risk Management 900 High Street Oakland, CA 94601	<b>CANCELLATION</b>  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  <b>Bob Underwood/JANE</b>
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