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|--|------------|
| Board Office Use: Legislative File Info. |            |
| File ID Number:                          | 14-1251    |
| Introduction Date:                       | 06/25/2014 |
| Enactment Number:                        |            |
| Enactment Date:                          |            |



# Memo

**To:** Board of Education

**From:** GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent

**Board Meeting Date:** 06/25/2014

**Subject:** Professional Service Contract

**Contractor:** Moving Forward Education of Emeryville, CA

**Services for:** 103-BROOKFIELD

**Board Action Requested and Recommendation:** Ratification by the Board of Education of a Professional Services Contract between the District and Moving Forward Education, Emeryville, CA, for the latter to provide: Provide 1 part-time staff member (Shani Douglas) giving direct (tutoring and mentoring) as well as indirect services to student services (training, professional development, supervision, observations) Supporting students and teachers by providing individualized instruction in the context of their classrooms and Facilitate Reading with Relevance. Small group interventions (pull out model) Provide ongoing and focused mentoring support to identified target students while ensuring a healthy and safe interaction among students, and support the development of increasingly positive school and classroom culture for the period of 10/10/2013 through 12/20/2013 in an amount not to exceed \$8,000.00.

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

The services are need for the social and emotional learning with professional coordinators who are dedicated to supporting the most critical, emotional and academic needs of this school.

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

Provide 1 part-time staff member (Shani Douglas) giving direct (tutoring and mentoring) as well as indirect services to student services (training, professional development, supervision, observations) Supporting students and teachers by providing individualized instruction in the context of their classrooms and Facilitate Reading with Relevance. Small group interventions (pull out model) Provide ongoing and focused mentoring support to identified target students while ensuring a healthy and safe interaction among students, and support the development of increasingly positive school and classroom culture

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**Fiscal Impact:** Funding resources below not to exceed \$8,000.00

\$8,000.00 IASA-I BASIC GRANTS LOW INCOME

**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)

|   |            |
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OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between Moving Forward Education  
(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 10/10/2013, 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 12/20/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Eight Thousand Dollars (\$8,000.00) [per fiscal year], at an hourly billing rate not to exceed \_\_\_\_\_ 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: MARCO FRANCO  
Site /Dept.: 103-BROOKFIELD  
Address: 401 Jones Ave  
Oakland, CA 94603  
Phone: 510.639.3310

**CONTRACTOR:**

Name: Lacy Asbill  
Title: CEO  
Address: 1425 Park Ave  
Emeryville, CA 94608  
Phone: 510-387-8101

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

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

MARIA SANTOS 05/27/2014
[ ] President, Board of Education Date
[X] Superintendent or Designee
Secretary, Board of Education Date

CONTRACTOR

Lacy Asbill 05/27/2014
Contractor eSignature Date
Lacy Asbill, CEO
Print Name, Title

## 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.

Scope of Work is Attached

**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.

Students and teachers will be supported by providing individualized instruction in the context of their classrooms, Provide ongoing and focused mentoring support to identified target students, Ensure healthy and safe interactions among students, and support the development of increasingly positive school and classroom culture.

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

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

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

Please select:

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

– Item Number(s): 103SQI2BSQI2C7327

**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.



# Scope of Work: Social & Emotional Learning Project

*School Site Council Funding*

Moving Forward Education.  
Innovation meets dedication.



The Social & Emotional Learning Project will provide Brookfield Elementary with a trained and experienced SEL Coordinator, dedicated to supporting the most critical social, emotional, and academic needs of this school community.

## **Deliverables:**

- Provide 1 part-time staff member (Shani Douglas)
- Deliver 160 hours of **direct** services before June 30<sup>th</sup>, 2014
- Deliver 40 hours of **indirect** services (training, professional development, supervision, observation) before June 30<sup>th</sup>, 2014
- Support students and teachers by providing individualized instruction in the context of their classrooms
- Facilitate *Reading with Relevance* small group interventions (pull out model)
- Provide ongoing and focused mentoring support to identified target students
- Ensure healthy and safe interactions among students, and support the development of increasingly positive school and classroom culture

**Cost:** \$8,000

#

***ContractsOnline: Contract Waiver Summary***

**Site Number-Name: 103-BROOKFIELD**

**Principal / Department Head: MARCO FRANCO**

**Contractor Name: Lacy Asbill**

**Business Name: Moving Forward Education**

**Contract Type: Standard**

**Anticipated Start Date: 10/10/2013**

**Contract End Date: 12/20/2013**

**Rate Type: FLAT**

**Contract Amount: \$8,000.00**

***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: Approved**

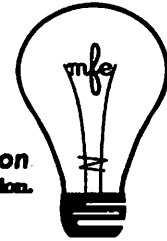
**Approval Date: 05/21/2014**

**Fingerprint Waiver Status: NA**

**Approval Date:**

**TB Test Waiver Status: NA**

**Approval Date:**



## **Work History in Oakland Schools** ***Statement of Qualifications***

### **2012-13 Academic Year**

Advanced Path  
Bay Area Technology School  
Bunche Academy  
Cal-SAFE Academy  
Dewey Academy  
Greenleaf Elementary  
Hayward Community School  
LPS College Park  
Martin Luther King Jr. Elementary  
Melrose Leadership Academy  
Rudsdale Academy  
Sojourner Truth Independent Study

Supplemental Education Services  
CST Intervention Program  
Supplemental Education Services  
Supplemental Education Services  
Supplemental Education Services  
Saturday School Program  
Supplemental Education Services  
Summer Intervention Program  
Supplemental Education Services  
Supplemental Education Services  
Supplemental Education Services  
Supplemental Education Services

### **2011-12 Academic Year**

Advanced Path  
Bay Area Technology School  
Bunche Academy  
Cal-SAFE Academy  
Claremont Middle School  
Dewey Academy  
Greenleaf Elementary  
Hayward Community School  
LPS College Park  
Martin Luther King Jr. Elementary  
Melrose Leadership Academy  
  
Rudsdale Academy  
Sojourner Truth Independent Study

Supplemental Education Services  
CST Intervention Program  
Supplemental Education Services  
Supplemental Education Services  
Supplemental Education Services  
Supplemental Education Services  
Saturday School Program  
Supplemental Education Services  
Summer Intervention Program  
Supplemental Education Services  
Year-Round Intervention Program  
Supplemental Education Services  
Supplemental Education Services  
Supplemental Education Services

### **2010-11 Academic Year**

Brookfield Elementary  
Dewey Academy  
Frick Middle  
Garfield Elementary  
Greenleaf Elementary  
LPS College Park  
Martin Luther King Jr. Elementary

Supplemental Education Services  
Supplemental Education Services  
Supplemental Education Services  
Supplemental Education Services  
Saturday School Program  
Summer Intervention Program  
Supplemental Education Services

Melrose Leadership Academy  
Santa Fe Elementary  
Skyline High  
Sojourner Truth Independent Study  
STREET Academy

Supplemental Education Services  
Supplemental Education Services  
Supplemental Education Services  
Supplemental Education Services  
Year-Round Intervention Program

### **2009-10 Academic Year**

Brookfield Elementary  
Far West High School  
Frick Middle  
Garfield Elementary  
LPS College Park  
Martin Luther King Jr. Elementary

Supplemental Education Services  
CAHSEE Prep Course  
Supplemental Education Services  
Supplemental Education Services  
Summer Intervention Program  
Year-Round Intervention Program  
Supplemental Education Services  
Supplemental Education Services  
Supplemental Education Services  
CAHSEE Prep Course  
Supplemental Education Services  
Supplemental Education Services  
Year-Round Intervention Program  
Supplemental Education Services  
Saturday School Program

Melrose Leadership Academy  
Rudsdale Academy

Skyline High  
Sojourner Truth Independent Study  
STREET Academy  
Urban Promise Academy  
Whittier/Greenleaf Elementary

### **2008-09 Academic Year**

Brookfield Elementary  
Bunche Academy

Dewey Academy

EXCEL/BEST High  
Frick Middle

Garfield Elementary  
Lafayette Elementary  
Lockwood Elementary  
Melrose Leadership Academy

Skyline High  
STREET Academy  
Urban Promise Academy  
Westlake Middle  
Whittier/Greenleaf Elementary

Supplemental Education Services  
Year-Round Intervention Program  
6<sup>th</sup> Period CAHSEE Prep Course  
Year-Round Intervention Program  
6<sup>th</sup> Period CAHSEE Prep Course  
Year-Round Intervention Program  
Year-Round Intervention Program  
Saturday School Program  
Supplemental Education Services  
Supplemental Education Services  
Supplemental Education Services  
Year-Round Intervention Program (Girls)  
Supplemental Education Services (Boys)  
Year-Round Intervention Program  
Year-Round Intervention Program  
Supplemental Education Services  
Year-Round Intervention Program  
Year-Round Intervention Program  
Saturday School Program

### **2007-08 Academic Year**

Brookfield Elementary  
Bunche Academy

Dewey Academy

Frick Middle  
Garfield Elementary  
Lafayette Elementary  
Maxwell Park Elementary

Supplemental Education Services  
Year-Round Intervention Services  
Supplemental Education Services  
Supplemental Education Services  
Special Project Intervention  
Supplemental Education Services  
Supplemental Education Services  
Supplemental Education Services  
Supplemental Education Services

**Melrose Leadership Academy  
Oakland High  
Oakland Tech  
Skyline High  
Urban Promise Academy  
Westlake Middle  
Whittier/Greenleaf Elementary**

**Supplemental Education Services  
Supplemental Education Services  
Supplemental Education Services  
Year-Round Intervention Program  
Year-Round Intervention Program  
Supplemental Education Services  
Year-Round Intervention Program  
Saturday School Program**



# CERTIFICATE OF LIABILITY INSURANCE

MOVIN-1

OP ID: JF

DATE (MM/DD/YYYY)

04/25/2014

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.

**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).

|  |   |  |
|--|---|--|
| <b>PRODUCER</b><br>Larry Fu Insurance Agency<br>355-A Grand Avenue<br>Oakland, CA 94610-4827<br>Larry Fu | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____<br>E-MAIL ADDRESS: _____ |  |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>  |  |
| <b>INSURED</b><br>Moving Forward Education, LLC<br>1425 Park Ave.<br>Emeryville, CA 94608                | <b>INSURER A: United States Liability</b>   |  |
|  | <b>INSURER B:</b>   |  |
|  | <b>INSURER C:</b>   |  |
|  | <b>INSURER D:</b>   |  |
|  | <b>INSURER E:</b>   |  |
|  | <b>INSURER F:</b>   |  |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

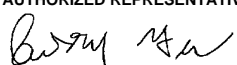
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | X         |          | CP1579965     | 07/26/2013              | 07/26/2014              | EACH OCCURRENCE \$ <b>1,000,000</b>   |
|          | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>  |           |          |               |                         |                         |   |
|          |  |           |          |               |                         |                         | MED EXP (Any one person) \$ <b>5,000</b>                                    |
|          |  |           |          |               |                         |                         | PERSONAL & ADV INJURY \$ <b>1,000,000</b>                                   |
|          |  |           |          |               |                         |                         | GENERAL AGGREGATE \$ <b>2,000,000</b>                                       |
|          |  |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ <b>INCLUDED</b>                                   |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS   |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$                                      |
|          |  |           |          |               |                         |                         | BODILY INJURY (Per person) \$   |
|          |  |           |          |               |                         |                         | BODILY INJURY (Per accident) \$   |
|          |  |           |          |               |                         |                         | PROPERTY DAMAGE (PER ACCIDENT) \$   |
|          |  |           |          |               |                         |                         | \$  |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED _____ RETENTION \$ _____   |           |          |               |                         |                         | EACH OCCURRENCE \$  |
|          |  |           |          |               |                         |                         | AGGREGATE \$  |
|          |  |           |          |               |                         |                         | \$  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           |          |               |                         |                         | WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> |
|          |  |           |          |               |                         |                         | E.L. EACH ACCIDENT \$   |
|          |  |           |          |               |                         |                         | 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)

The certificate holder is named as additional insured

**CERTIFICATE HOLDER****CANCELLATION**

|  |   |
|--|---|
| <b>Oakland Unified School District</b><br><b>ATTN- Risk Mgmt</b><br><b>900 High Street</b><br><b>Oakland, CA 94601</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.<br><br>AUTHORIZED REPRESENTATIVE<br> |
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# CERTIFICATE OF LIABILITY INSURANCE

MOVIN-1

OP ID: IT

DATE (MM/DD/YYYY)

05/05/2014

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.

**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).

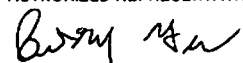
|  |  |
|--|--|
| <b>PRODUCER</b><br>Larry Fu Insurance Agency<br>355-A Grand Avenue<br>Oakland, CA 94610-4827<br>Larry Fu | <b>CONTACT NAME:</b> Larry Fu  |
|  | <b>PHONE (A/C, No, Ext):</b> 510-268-0888 <b>FAX (A/C, No):</b> 510-268-1592<br><b>E-MAIL ADDRESS:</b> larryfu@fuinsurance.com |
| <b>INSURED</b><br>Moving Forward Education LLC<br>1450 Park Ave.,<br>Emeryville, CA 94608                | <b>INSURER(S) AFFORDING COVERAGE</b>   |
|  | <b>INSURER A:</b> Markel Insurance Company   |
|  | <b>INSURER B:</b>  |
|  | <b>INSURER C:</b>  |
|  | <b>INSURER D:</b>  |
|  | <b>INSURER E:</b>  |

**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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER |           |          |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$                        |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS                         |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED      RETENTION \$  |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      | MWC0055200-01 | 09/05/2013              | 09/05/2014              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br><br>Oakland Unified School Distric<br>Risk Manager<br>900 High Street<br>Oakland, CA 94601 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|

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