

Board Office Use: Legislative File Info.	
File ID Number:	14-1589
Introduction Date:	08/13/2014
Enactment Number:	14-1462
Enactment Date:	8-13-14



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To: Board of Education
From: ANTWAN WILSON, EdD, SUPERINTENDENT
Board Meeting Date: 08/13/2014
Subject: Professional Service Contract
Contractor: Higher Ground Neighborhood Development Corp of Oakland, CA
Services for: 125-NEW HIGHLAND ACADEMY

Board Action Requested and Recommendation: Approval by the Board of Education of a Professional Services Contract between the District and Higher Ground Neighborhood Development Corp, Oakland, CA, for the latter to provide: To will help increase participation of ELL families at school events, increase their ability to access the resources and services needed to support their child(ren)'s academic success and support non-bilingual teachers with verbal and translation services for the period of 04/14/2014 through 06/30/2014 in an amount not to exceed \$4,000.00.

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

To help increase attendance of ELL students, to help increase participation of ELL Parents at school events and to increase parent satisfaction with translation for conferences as measured by surveys.

Discussion:
 (QUANTIFY what is being purchased.)

To will help increase participation of ELL families at school events, increase their ability to access the resources and services needed to support their child(ren)'s academic success and support non-bilingual teachers with verbal and translation services

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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Fiscal Impact: Funding resources below not to exceed \$4,000.00

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 Higher Ground Neighborhood Development Corp (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 04/14/2014, 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 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Four Thousand Dollars (\$4,000.00) [per fiscal year], at an hourly billing rate not to exceed NA 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:

OUSD Representative:

Name: ELIZABETH OZOL
Site /Dept.: 125-NEW HIGHLAND ACADEMY
Address: 8521 A Street
Oakland, CA 94621
Phone: 510-729-7723

CONTRACTOR:

Name: Amber Blackwell
Title: Officer (Executive)
Address: 6441 Herzog St
Oakland, CA 94608
Phone: 510-658-6454

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/epls/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

8-14-14
Date

8-14-14
Date

CONTRACTOR

Amber Blackwell
Contractor eSignature

07/04/2014
Date

Amber Blackwell, Officer (Executive)
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.

Site based services can include on-going translation services for non-bilingual teachers, outreach to families to increase participation of ELL families at school events; i.e. Data Night, Family Literacy Night, ELAC, SSC Meetings and Parent-Teacher Conferences. The contractor will also focus on increasing parents and caregivers access to resources to support their children's education as well as organizing parent volunteers. Higher Ground will hold Kinder Orientation Meetings and do home visits to share activities and strategies to support Kinder Students academic and behavioral success in Kinder. Higher Ground will work with Parents/Guardians to increase Kinder students attendance rates as well as their participation in volunteer opportunities at the school.

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.

Higher Ground consultant will help increase participation of ELL families at school events by 20% while also increasing their ability to access the resources and services needed to support their child(ren)'s academic success. This work will result in increased support to non-bilingual teachers through verbal and translation services for parent conferences and the results will be measured by end of the year surveys. Lastly, the services will result in increased support to the site's overall efforts to increase student attendance through constant and on-going communication with ELL families.

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 type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input 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): 125SQ12CSQ14A823

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: 125-NEW HIGHLAND ACADEMY

Principal / Department Head: ELIZABETH OZOL

Contractor Name: Amber Blackwell

Business Name: Higher Ground Neighborhood Developmen

Contract Type: Standard

Anticipated Start Date: 04/14/2014

Contract End Date: 06/30/2014

Rate Type: FLAT

Contract Amount: \$4,000.00

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: 06/26/2014

Fingerprint Waiver Status: NA

Approval Date:

TB Test Waiver Status: NA

Approval Date:



HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.

6441 Herzog Street
Oakland, California 94608

(510)658-6454

www.highergroundndc.com

STATEMENT OF QUALIFICATIONS

School Year	Site	Summary of Programs and Services
2008 - 2013	<i>Allendale Elementary School</i>	<ul style="list-style-type: none"> ✦ School Day Behavioral Health Program ✦ Developmental Recess ✦ Service Learning ✦ Comprehensive After School Program Coordination Implementation ✦ Community Schools Coordination
	<i>Brookfield Elementary School</i>	<ul style="list-style-type: none"> ✦ Comprehensive After School Program Coordination Implementation ✦ Community Schools Coordination ✦ Grade Level Collaborative Support – Physical Education Classes
	<i>New Highland Elementary School</i>	<ul style="list-style-type: none"> ✦ Comprehensive After School Program Coordination Implementation
	<i>Sobrante Park Elementary School</i>	<ul style="list-style-type: none"> ✦ Comprehensive After School Program Coordination Implementation ✦ Community Schools Coordination and new campus design team ✦ Grade Level Collaborative Support – Physical Education Classes
	<i>Rise Elementary School</i>	<ul style="list-style-type: none"> ✦ Comprehensive After School Program Coordination Implementation ✦ Community Schools Coordination
Fall 2010	<i>Marshall Elementary School</i>	<ul style="list-style-type: none"> ✦ Fiscal Agent
2007 - 2008	<i>Allendale Elementary School</i>	<ul style="list-style-type: none"> ✦ School Day Behavioral Health Program ✦ Developmental Recess ✦ Service Learning ✦ Comprehensive After School Program Coordination Implementation
	<i>Brookfield Elementary School</i>	<ul style="list-style-type: none"> ✦ School Day Behavioral Health Program ✦ Recess Support ✦ Grade Level Collaborative Support ✦ Comprehensive After School Program Coordination Implementation
	<i>New Highland Elementary School</i>	<ul style="list-style-type: none"> ✦ ELL Support Program ✦ Comprehensive After School Program Coordination Implementation
	<i>Sobrante Park Elementary School</i>	<ul style="list-style-type: none"> ✦ Grade Level Collaborative Support ✦ Comprehensive After School Program Coordination Implementation
2006 – 2007	<i>Allendale Elementary School</i>	<ul style="list-style-type: none"> ✦ School Day Behavioral Health Program ✦ Service Learning ✦ Comprehensive After School Program Coordination Implementation
	<i>Brookfield Elementary School</i>	<ul style="list-style-type: none"> ✦ Comprehensive After School Program Coordination Implementation
	<i>New Highland Elementary School</i>	<ul style="list-style-type: none"> ✦ Comprehensive After School Program Coordination Implementation
	<i>Sobrante Park Elementary School</i>	<ul style="list-style-type: none"> ✦ School Day Behavioral Health Program ✦ Grade Level Collaborative Support ✦ Comprehensive After School Program Coordination Implementation
2005 - 2006	<i>Cox Elementary School</i>	<ul style="list-style-type: none"> ✦ School Day Behavioral Health Program
	<i>Allendale Elementary School</i>	<ul style="list-style-type: none"> ✦ School Day Behavioral Health Program ✦ Comprehensive After School Program Coordination Implementation
	<i>Jefferson Elementary School</i>	<ul style="list-style-type: none"> ✦ After School SES Coordination
	<i>Sobrante Park Elementary School</i>	<ul style="list-style-type: none"> ✦ Comprehensive After School Program Coordination Implementation
2004 - 2005	<i>E. Morris Cox Elementary School</i>	<ul style="list-style-type: none"> ✦ School Day Behavioral Health Program ✦ After-School Program



HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.

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	<i>Sobrante Park Elementary School</i>	✦ Comprehensive After School Program Coordination Implementation
2003 - 2004	<i>E. Morris Cox Elementary School</i>	✦ School Day Behavioral Health Program
	<i>Fruitvale Elementary School</i>	✦ After School Behavioral Health Group
2003	<i>Oakland Unified School District</i>	OUSD granted HGNDC a license to operate a K-5 public elementary Charter school called Lotus Agriculture & Technology Academy
2002	<i>Higher Ground Neighborhood Development Corp. Established</i>	✦ Receipt of 501 (c) (3) from State of California



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/1/2014

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).

PRODUCER BayRisk Insurance Brokers Inc. 1920 Minturn Street P.O. Box 567 Alameda CA 94501-9667	CONTACT NAME: Kym Hayward
	PHONE (A/C No. Ext): (510) 523-3435 FAX (A/C No.): (510) 523-1632 E-MAIL ADDRESS: kym@bayrisk.com
INSURED Higher Ground Neighborhood Development Corp. 6441 Herzog Street Oakland CA 94608-1221	INSURER(S) AFFORDING COVERAGE
	INSURER A: Travelers Indemnity Co of CT NAIC # 25682
	INSURER B: United States Liability Ins Co
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 14/15 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		X-660-0394L923-14	3/14/2014	3/14/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP3937T41914	3/14/2014	3/14/2015	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					
B	Directors & Officers		NDO1061019E	3/14/2014	3/14/2015	E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ \$1,000,000 Per Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Oakland Unified School District, its Board Members, directors, officers, agents, and employees and volunteers are named as additional insured as respects to General Liability and is subject to the policy terms, conditions and exclusions per attached form GN 01 88 01 96. *Policy Cancellation Exception: 10 days for non-payment of premium. Supercedes certificate issued 3/17/14.

CERTIFICATE HOLDER Oakland Unified School District 900 High Street Oakland, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Kym Hayward/KYM <i>Kym C. Hayward</i>

POLICY NUMBER: X-660-0394L923-14

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 3/17/2014

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHARITY FIRST – AMENDMENT OF COVERAGE – WHO IS AN INSURED

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization (Additional Insured):

Oakland Unified School District
its Board Members, directors, officers, agents, employees, volunteers
900 High Street
Oakland, CA 94601

Designation Of Premises (Part Leased to You)

WHO IS AN INSURED (Section II) is amended to include as an insured:

- A.** Your members and volunteers but only with respect to their liability for your activities or activities they perform on your behalf;
- B.** Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf; and
- C.** Person(s) or organization(s), whether or not shown in the Schedule above, but only with respect to their liability arising out of:
 - 1. Their financial control over you;
 - 2. Their requirements for certain performance placed upon you, as a non-profit organiza-

tion, in consideration for funding or financial contributions you receive from them;

- 3. The ownership, maintenance or use of that part of a premises leased to you; or
- 4. "Your work" for that insured by or for you.

As respects Part C.3. above, this insurance does not apply to:

- (a) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s); or
- (b) Any "occurrence" which takes place after you cease to be a tenant in that premises.