

Board Office Use: Legislative File Info.	
File ID Number	13-1151
Introduction Date	
Enactment Number	
Enactment Date	



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To The Board of Education

From Tony Smith, Ph.D., Superintendent
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 -
Aspiranet, dba Experience Corps San Francisco CA (contractor, City State)
International Community School (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and Aspiranet, dba Experience Corps. Services to be primarily provided to International Community School for the period of 10/15/2012 through 05/15/2013.

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

Many of ICS's students are struggling to reach grade-level benchmark, most notably our English Language Learner students. Targeted, individualized intervention would not only provide students with much needed support, but would also help the primary instructor to further differentiate instruction for other/more students.

Discussion
One paragraph summary of the scope of work.

A contract for services between OUSD and Aspiranet, dba Experience Corps, the latter to provide one-on-one and small group literacy intervention tutoring and mentoring to students who are not performing at grade-level benchmark, which will take place on a consistent, ongoing basis throughout the school year. These services are to take place through the period of Dec. 15 until June 13th, in an amount not to exceed \$7,500.

Recommendation Approval of professional services contract between Oakland Unified School District and Aspiranet, dba Experience Corps. Services to be primarily provided to International Community School for the period of 10/15/2012 through 05/15/2013.

Fiscal Impact Funding resource name (please spell out) IASA - Title 1
not to exceed \$ 7,500.00

Attachments

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Commercial General Liability Insurance Certification
- TB screening documentation
- Statement of qualifications

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Aspiranet, dba Experience Corps (CONTRACTOR). 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:

1. **Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 10/15/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 05/15/2013.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed SEVEN THOUSAND FIVE HUNDRED Dollars (\$ 7,500.00). 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: N/A

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the 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.

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 1. Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 2. Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A which shall not exceed a total cost of \$ 0.00.

6. 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.

7. **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: Monica Guzman
Site /Dept.: International Community School
Address: 2825 International Blvd
Oakland, CA 94601
Phone: (510) 532-5400

CONTRACTOR:

Name: Vernon Brown
Title: CEO, Aspiranet
Address: 3925 Noriega Street
San Francisco CA 94122
Phone: (510) 495-4966

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. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. 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.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and a statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

9. **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.

10. Insurance:

1. Commercial General Liability Insurance: 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.

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

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the 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.
14. **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 drugs on these sites.
15. **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.
16. **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.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** 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.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
 1. **Tuberculosis Screening**
 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.

Contractor initial: VB

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

20. **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.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the 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).

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.

A contract for services between OUSD and Aspiranet, dba Experience Corps, the latter to provide one-on-one and small group literacy intervention tutoring and mentoring to students who are not performing at grade-level benchmark, which will take place on a consistent, ongoing basis throughout the school year. These services are to take place through the period of Dec. 15 until June 13th, in an amount not to exceed \$7,500.

SCOPE OF WORK

Aspiranet, dba Experience Corps will provide a maximum of 900.00 hours of services at a rate of \$ 8.33 per hour for a total not to exceed \$7,500.00. Services are anticipated to begin on 10/15/2012 and end on 05/15/2013.

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.

Aspiranet, dba Experience Corps, will provide a minimum of 900 hours of literacy tutoring and mentoring to targeted students in all K, 1st and 2nd grades for a total minimum of 120 students.

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.

As a result of the ongoing tutoring and mentoring received by Experience Corps, a minimum of 85% of students' reading and literacy performance, participation in classroom activities and concentration in class will be positively impacted.

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

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
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.
-



To Whom It May Concern:

Experience Corps Bay Area submits this Statement of Qualifications to the Oakland Unified School District (OUSD) to support our work in Oakland in a unique intervention program which addresses two of the community's major challenges: improving academic achievement among at-risk elementary school students and increasing healthy aging behaviors among older adults. Experience Corps Bay Area¹ (ECBA), operating successfully since 1998, is a unique civic engagement program – based on a national model (currently in 19 cities) – which recruits, trains and engages teams of local older adults (50+) to work as tutors and mentors before, during and after school in low-performing schools with students who have poor grades and/or test scores, learning disabilities or are limited English-proficient. Launched in three elementary schools in Oakland in 2005, EC Oakland is now in six of OUSD's most vulnerable elementary schools, where significant proportions of children are students of color, economically disadvantaged and/or English language learners. Our mission is to increase the academic performance and self-confidence of these students by providing focused, individualized attention, as well as create an intergenerational bridge between children and older adults, thereby enhancing the school and the overall community. It is a unique multi-level approach to health improvement that has tremendous benefits, and coupled with its youth education focus, serves a dual-benefit to society.

All members of the ECBA staff have either extensive professional experience and/or educational backgrounds, including education, youth development, gerontology, training, and/or program evaluation. For example, all of our Site Coordinators have BA or BS degrees, some Masters degrees, and one a PhD in Education. The Recruitment & Intake Coordinator has her Masters Degree in English, college-level teaching experience and six years of on-the-ground recruitment experience. Our Member Relations Coordinator, who oversees all recruitment, training, recognition and retention of members graduated from UC Berkeley. While our Special Projects Coordinator managed the implementation of complex evaluations, including federal grant reporting requirements, and has her degree from UC Davis. Full staff resumes are available upon request.

All ECBA tutors/mentors have completed written applications, been interviewed in person, received fingerprint/background/reference checks (DOJ and FBI), been cleared for TB, and completed pre-service and in-service training in youth development, tutoring techniques, mentoring skills, conflict resolution, behavioral management topics. They also continue to receive on-site support and on-the-job training through our Site Coordinators and monthly team meetings.

In terms of intended outcomes and evaluating our success, the program tracks educational outcomes for students (based on teacher assessments) – for example: ECBA Members impact on students' concentration in class, students' attainment of grade level benchmarks, and students' motivation to learn (as well as the mental and physical health outcomes for older adults). In addition, ECBA members receive regular performance reviews to ensure they are providing high quality services. All of this results in increased academic benchmarks for a greater number of Oakland students as well as improved health benchmarks for local older adults and this intensive focus on results can make OUSD confident that its support in Experience Corps will be well invested.

If you have any questions or wish to discuss this further, please do not hesitate to reach me at 510-495-4966 or dmoren@aspiranet.org.

Best regards,

David Moren
Director of School Relations, Experience Corps Bay Area

¹ Experience Corps Bay Area is a program of Aspiranet, a California 501(c)3 non-profit serving children, families and communities since 1975.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2012

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 CONSTITUTE, 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 Intercare Insurance Solutions 5375 Mira Sorrento Place #400 San Diego CA 92121	CONTACT NAME: Tamara Palmer PHONE (A/C, No, Ext): 858-373-6965 FAX (A/C, No): 858-366-0544 E-MAIL ADDRESS: tpalmer@intercaresolutions.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Liberty Mutual Insurance</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Mutual Insurance		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER E :														
INSURER F :														
INSURED ASPIR-1 ASPIRAnet 400 Oyster Point Blvd., Suite 501 South San Francisco CA 94080														

COVERAGES **CERTIFICATE NUMBER: 726823040** **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
	GENERAL LIABILITY <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 \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <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) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A			WCJ-Z91-446188-012	7/1/2012	7/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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)

CERTIFICATE HOLDER Oakland Unified School District 1025 2nd Street Oakland CA 94606	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORDTM CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)
12/14/12

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 require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Heffernan Insurance Brokers 1350 Carlback Avenue Walnut Creek, CA 94596 CA License #0564249	CONTACT NAME: PHONE (A/C, No, Ext): 925-934-8500 FAX (A/C, No): 925-934-8278 EMAIL ADDRESS: <table style="width:100%;"> <tr> <td style="width:80%;">INSURERS AFFORDING COVERAGE</td> <td style="width:20%;">NAIC #</td> </tr> <tr> <td>INSURER A: Lexington Ins. Co.</td> <td>19437</td> </tr> <tr> <td>INSURER B: Granite State Ins. Co.</td> <td>23809</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Ins. Co.	19437	INSURER B: Granite State Ins. Co.	23809	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURED Aspiranet 400 Oyster Point Blvd., Suite 501 South San Francisco, CA 94080	(Continued from PRODUCER section)
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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	ADD L INS R	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		41LX0089961327	12/16/12	12/16/13	EACH OCCURRENCE	\$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 200,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	X \$25,000 Per Occurrence Deductible						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER							
	X POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
B	AUTOMOBILE LIABILITY			02CA0038937067	12/16/12	12/16/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						SCHEDULED AUTOS	\$
	HIRED AUTOS						NON-OWNED AUTOS	\$
	X Comp Ded \$1,000	X Cell Ded \$1,000					PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB	X		41UD0002735337	12/16/12	12/16/13	EACH OCCURRENCE	\$ 2,000,000
	EXCESS LIAB						CLAIMS-MADE	\$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.)	<input type="checkbox"/>			E.L. EACH ACCIDENT	\$		
	If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - EA EMPLOYEE	\$		
					E.L. DISEASE - POLICY LIMIT	\$		
B	Crime - Employee Theft			02LX0089961417	12/16/12	12/16/13	Limit: \$ 500,000	Ded: \$500
A	Professional Liability - Claims Made Retro Date: 12/16/00			41LX0089961327	12/16/12	12/16/13	Each Wrongful Act	\$ 1,000,000
							Aggregate Limit	\$ 3,000,000
							Deductible - Each Wrongful Act	\$ 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: As Per Contract or Agreement on File with Insured. Oakland Unified School District, its Officers, Employees, Volunteers or Agents are named as additional Insured on General Liability as per attached CG2026.

CERTIFICATE HOLDER Oakland Unified School District 1025 2nd Street Oakland, CA 94606	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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DESCRIPTION OF OPERATIONS CONTINUED:

INSURED'S NAME: Aspiranet

CERT HOLDER NAME: Oakland Unified School District

Abuse and Molestation Coverage: Claims Made Retro Date 12-16-06

Insurer Letter A	41LX0089961327	12/16/12 – 12/16/13	\$2,000,000 For each abuse of molestation incident
			\$2,000,000 Aggregate Limit of insurance for all abuse or molestation incidents
			\$0 SIR/Deductible

ASPIRANET
DUNS: 178401931 **CAGE Code: 4RCD3**
Status: Active

400 OYSTER POINT BLVD STE 501
SOUTH SAN FRANCISCO, CA, 94080-7600 ,
UNITED STATES

Entity Overview

Entity Information

Name: ASPIRANET
Doing Business As: SUNSET NEIGHBOURHOOD BEACON CENTER
Business Type: Business or Organization
POC Name: None Specified
Registration Status: Active
Expiration Date:06/04/2013

Exclusions

Active Exclusion Records? No

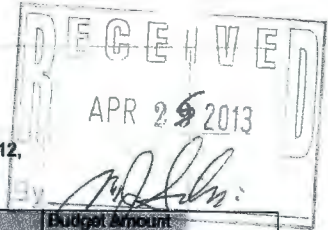
SAM | System for Award Management 1.0

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WWW1

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

International Community School



School Site #	186	School Name	International Community School	Date	12/19/2012	APPROVED by	4/17/13, SSC 4/26/13	By	[Signature]	
#	Priority Area	Student Group Impacted	Item #	Strategic Action	Resource	Object Name	Object Code	Position Code	FTE	Budget Amount
1	A: Balanced Literacy & Literacy Across the Curriculum	All Students	186SQ1A3249	materials purchase	EIA - SCE	7090	MATERIAL & SUPPLIES	4300	0	\$32546.36
2	1A: Balanced Literacy & Literacy Across the Curriculum	Far Below Basic, Below Basic, and Basic		Provide additional tutoring for struggling students in Language Arts	7090 - EIA-SCE	Consultants	5825			\$12,250.00
3	1A: Balanced Literacy & Literacy Across the Curriculum	All Students		Provide 5 iPads for each classroom so that students are able to access intervention programs online.	3010 - Title I	Computers	4420			\$20,000.00
4	1B: Science, Technology, Engineering, Mathematics (STEM)	All Students		Provide BART and AC Transit tickets to classes so that they may go on field trip/extended learning activities throughout the city.	3010 - Title I	BART/AC Transit Tickets	4310			\$10,000.00
5	1A: Balanced Literacy & Literacy Across the Curriculum	All Students		Contract with Experience Corp to provide reading intervention to students.	3010 - Title I	Contracted Services	5825			\$7,500.00
6	1A: Balanced Literacy & Literacy Across the Curriculum	All Students		Provide teachers the opportunity to attend a Common Core Standards conference.	3010 - Title I	Extended Contract	1120			\$600.00
7	2A: School Culture (including Meaningful Student Engagement)	All Students		Provide students the opportunity to attend overnight field trips and participate in Mosaic's social/emotional program.	3010 - Title I	Field trips (Non-contracted services)	5826			\$10,000.00
8	2A: School Culture (including Meaningful Student Engagement)	All Students		Provide bus services for students to attend the Mosaic program.	3010 - Title I	Buses (Non-contracted Services)	5826			\$3,000.00
9	1B: Science, Technology, Engineering, Mathematics (STEM)	All Students		Provide materials and supplies to allow more access to the curriculum.	3010 - Title I	Materials and Supplies	4310			\$17,215.00
10	1A: Balanced Literacy & Literacy Across the Curriculum	All Students		Provide students with Reading intervention programs via the internet.	3010 - Title I	Software Licences from Lexia Learning and iStation	5846			\$21,275.62

Department of State & Federal Programs

Manon [Signature]
Date 4/25/13

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

RECEIVED
 MAY 2 - 2013
 rec'd 2:45 from Joyce M
 [Signature]

let's Site
 MAY 5

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
- For individual consultants: Proof of negative tuberculosis status within past 4 years.
- For All Consultants: Results page of the Excluded Party List (<https://www.epls.gov/epls/search.do>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
- For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OUSD Staff Contact Emails about this contract should be sent to: (required) dmoren@aspiranet.org

Contractor Information

Contractor Name	Aspiranet, dba Experience Corps	Agency's Contact	David Moren		
OUSD Vendor ID #	V056255	Title	Director of School Relations		
Street Address	3925 Noriega Street	City	San Francisco	State	CA
Telephone	(510) 495-4966	Email (required)	dmoren@aspiranet.org		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	10/15/2012	Date work will end	05/15/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 8.33	Number of Hours (required)	900.00		

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
3010	IASA - Title 1	186 485 0101	5825	\$ 7,500.00
			5825	\$
			5825	\$
Requisition No. (required)	R0316402		Total Contract Amount	\$ 7,500.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

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

1.	Administrator / Manager (Originator)	Name	Monica Guzman	Phone	(510) 532-5400
	Site / Department	International Community School		Fax	(510) 532-5464
	Signature	[Signature]		Date Approved	4/26/13
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				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resources and is in alignment with school site plan (SPSA)				
	Signature	[Signature]		Date Approved	5/2/13
3.	Regional Executive Officer				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	[Signature]		Date Approved	5/23/13
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations				Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000
	Signature	[Signature]		Date Approved	5-30-2013
5.	Superintendent, Board of Education Signature on the legal contract				
Legal	Required if not using standard contract	Approved	Denied - Reason	Date	
Procurement	Date Received	PO Number			

2711