

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	14-0735
Introduction Date	5/28/14
Enactment Number	14-0859
Enactment Date	5/28/14



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

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

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

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

**Subject** Professional Services Contract Amendment - 1  
Soccer Without Borders Oakland CA (Contractor, City/State) -  
922/TSF Refugee Program- FSCP (site/department)

**Action Requested** Ratification by the Governing Board of the amendment to the professional services contract between the District and Soccer Without Borders. Services to be primarily provided to 922/TSF Refugee Program- FSCP for the period of 10/1/2013 through 06/30/2014, in an amount not to exceed \$ 39,700.00.

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

Funded by the US Office Of Refugee Resettlement and Title III Immigrant Funds, the OUSD'S Refugee and Asylee Student Assistance Program (RASAP) provides supportive educational services to newly-arrived refugee families who have arrived under the auspices of the US government, and through federally-contracted resettlement agencies. This amended contract will allow Soccer Without Borders to provide soccer programs for middle school boys and girls during the 2013-2014 school year, after-school soccer programs for middle school boys and girls during the summer of 2014, a week-long soccer camp during the summer of 2014, and support for the after-school program at Roosevelt Middle school.

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

Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between the District and Soccer Without Borders, Oakland, CA, for the latter to extend its supportive educational services to newly-arrived refugee families who have arrived under the auspices of the US government, and through federally-contracted resettlement agencies, for soccer programs for middle school boys and girls during the 2013-2014 school year, a week-long soccer camp summer program, and support for the after school program at Roosevelt Middle School for the period October 1, 2013 through June 30, 2014, in the amount of \$39,700.00, increasing the Contract from \$5,000.00 to a total amount not to exceed \$44,700.00. All terms and condition of the Contract remain in full force and effect.

**Recommendation** Ratification by the Governing Board of the amendment to the professional services contract between the District and Soccer Without Borders. Services to be primarily provided to 922/TSF Refugee Program- FSCP for the period of 10/1/2013 through 06/30/2014, in an amount not to exceed \$ 39,700.00.

**Fiscal Impact** Funding resource name (please spell out) Refugee Transitional Families,  
Title III Immigrant not to exceed \$ 39,700.00

**Attachments**

- Contract Amendment
- Copy of original contract

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OAKLAND UNIFIED SCHOOL DISTRICT

**AMENDMENT NO. 1**

**TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Soccer Without Borders (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on October 1, 2013, and the parties agree to amend that Agreement as follows:

1. **Services:**  The scope of work has changed.  ONLY the funding source has changed.  
**If the scope of work has changed:** Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.  
 Revised scope of work attached. **OR,** The CONTRACTOR agrees to provide the following amended services:  
 Soccer Without Borders will provide soccer programs for middle school boys and girls during the 2013-2014 school year, after-school soccer programs for middle school boys and girls during the summer of 2014, a week-long soccer camp during the summer of 2014, and support for the after-school program at Roosevelt Middle school.

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

3. **Compensation:**  The contract price is unchanged.  The contract price has changed.  
**If the compensation has changed:** The contract price is amended by  
 Increase of \$ 39,700.00 to original contract amount  
 Decrease of \$ \_\_\_\_\_ to original contract amount  
 and the new contract total is forty four thousand seven hundred dollars (\$ 44,700.00 )

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

5. **Amendment History:**

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

Maria Santos  
 President, Board of Education  
 Superintendent or Designee  
Edgar Rakestraw, Jr., Secretary  
 Board of Education

4-11-2014  
 Date  
5/29/14  
 Date

Ben Gucciardi  
 Contractor Signature  
Benjamin Gucciardi, Director  
 Print Name, Title

3-21-14  
 Date



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.

Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between the District and Soccer Without Borders, Oakland, CA, for the latter to extend its supportive educational services to newly-arrived refugee families who have arrived under the auspices of the US government, and through federally-contracted resettlement agencies, for soccer programs for middle school boys and girls during the 2013-2014 school year, a week-long soccer camp summer program, and support for the after school program at Roosevelt Middle School for the period October 1, 2013 through June 30, 2014, in the amount of \$39,700.00, increasing the Contract from \$5,000.00 to a total amount not to exceed \$44,700.00. All terms and condition of the Contract remain in full force and effect.

SCOPE OF WORK

Soccer Without Borders will provide a maximum of 745.00 hours of services at a rate of \$ 60.00 per hour for a total not to exceed \$44,700.00. Services are anticipated to begin on 10/1/2013 and end on 06/30/2014.

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

In alignment with the OUSD's Refugee & Asylee Student Assistance Program, The Refugee School Impact Grant, and the OUSD's Title III plan, Soccer Without Borders (contractor) will provide soccer programs for middle school boys and girls during the 2013-2014 school year, after-school soccer programs for middle school boys and girls during the summer of 2014, a week-long soccer camp during the summer of 2014, and support for the after-school program at Roosevelt Middle school. For the period October 1, 2013 through June 30, 2014, in an amount not to exceed \$39,700.

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.

Contractor will provide the following activities to at least 25 newly-arrived refugee middle and elementary school students: weekly boys soccer training session (for 15+ students) and weekly games; weekly girls soccer training session (for 10+ students) and weekly games. Contractor will provide week-long soccer camp for at least 100 newly arrived refugee students in August 2014. Contractor will provide athletic enrichment and academic support to up to 20 students at Roosevelt Middle School during bi-weekly after school programs during the 2013-2104 school year. Contractor will provide after school soccer programs for up to 100 middle and high school students during the summer of 2014. Programs integrate weekly goal-setting and teambuilding activities into all weekly trainings, report card review, goal setting and tutoring. Soccer Without Borders will be responsible for planning and implementing all lessons, acquiring all necessary equipment and securing field space, ensuring a safe, constructive and positing learning environment for youth. As a result of this contract, more than 100 refugee students will have regular access to healthy, constructive and safe outdoor activities, opportunities to make friendships across cultures, incentives to learn and practice English and confidence and excitement to set and maintain positive goals for the school year. As a result, these children will see improved school connectedness and attendance, and improved sense of belonging in their new Oakland homes, positive connections, with caring adults, and increased health.

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.
-

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : soccer\* without\* borders\***  
**Record Status: Active**

<b>ENTITY</b>	<b>SOCCER WITHOUT BORDERS</b>	<b>Status:Active</b>
<b>DUNS: 940817328</b>	<b>+4:</b>	<b>CAGE Code: 6NB73 DoDAAC:</b>
<b>Expiration Date: Feb 12, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No</b>		
<b>Address: 420 YERBA BUENA AVE</b>		
<b>City: SAN FRANCISCO</b>		<b>State/Province: CALIFORNIA</b>
<b>ZIP Code: 94127-2128</b>		<b>Country: UNITED STATES</b>



<b>Board Office Use: Legislative File Info.</b>	
File ID Number:	14-0431
Introduction Date:	03/26/2014
Enactment Number:	14-0474
Enactment Date:	3-26-14



**OAKLAND UNIFIED SCHOOL DISTRICT**

Community Schools, Inspiring Change

## Memo

**To:** Board of Education  
**From:** GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent  
**Board Meeting Date:** 03/26/2014  
**Subject:** Professional Service Contract  
**Contractor:** Soccer Without Borders of Oakland, CA  
**Services for:** 922-Complementary Learning

**Board Action Requested and Recommendation:** Ratification by the Board of Education of a Professional Services Contract between the District and Soccer Without Borders, Oakland, CA, for the latter to provide: targeted enrichment, health and student-athlete academic support for newly-arrived refugee middle school students to support their healthy transitions into U.S. schools and communities. for the period of 10/01/2013 through 06/30/2014 in an amount not to exceed \$5,000.00.

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

Because newly-arrived refugee students are socially, linguistically and culturally isolated and lack access to extensive school- and community-based programming, additional, culturally-responsive services are needed to support their transitions into U.S. school. Contractor will provide weekly sports/health activities, community/teambuilding activities, and student athlete academic tutoring & goal setting to at least 25 newly-arrived refugee middle- and elementary-school students.

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

targeted enrichment, health and student-athlete academic support for newly-arrived refugee middle school students to support their healthy transitions into U.S. schools and communities.

<b>Board Office Use: Legislative File Info.</b>	
File ID Number:	14-0431
Introduction Date:	03/26/2014
Enactment Number:	14-0477
Enactment Date:	3-26-14



OAKLAND UNIFIED  
SCHOOL DISTRICT

Commitment to Learning, Innovation, and Achievement

**Fiscal Impact:** Funding resources below not to exceed \$5,000.00

\$5,000.00 REFUGEE CHLD SUPP ASSTNCE PROG

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



Board Office Use: <b>Legislative File Info.</b>	
File ID Number	14-0431
Introduction Date	03/26/2014
Enactment Number	14-0474
Enactment Date	3-26-14



OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

Soccer Without Borders

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

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 10/01/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400.00, 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 five thousand Dollars (\$5,000.00) [per fiscal year], at an hourly billing rate not to exceed \$25.00 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.

**5. 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: CURTISS SARIKEY  
Site /Dept.: 922-Complementary Learning  
Address: 746 Grand Ave  
Oakland, CA 94601  
Phone: 617-699-5114

**CONTRACTOR:**

Name: Ben Gucciardi  
Title: President  
Address: PO Box 3443  
Oakland, CA 94609  
Phone: 519-859-4874

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

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

9. **Insurance:**

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

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

Check one of the boxes below:

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

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

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

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

**OR**

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

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

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

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



**Professional Services Contract**

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

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



Professional Services Contract

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

23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/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

CONTRACTOR

MARIA SANTOS

01/13/2014

Ben Gucciardi

02/25/2014

- President, Board of Education
- Superintendent or Designee

Date

Contractor eSignature

Date

Secretary, Board of Education

Date

Ben Gucciardi, President

Print Name, Title

File ID Number: 14-0431

Introduction Date: 3-26-14

Enactment Number: 14-0474

Enactment Date: 3-26-14

Bv:

## 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.

Soccer Without Borders will be responsible for the following activities to at least 25 newly-arrived refugee middle and elementary school students: weekly boys soccer training session (for 15+ students) and weekly games; weekly girls soccer training session (for 10+ students) and weekly games; integration of weekly goal-setting and teambuilding activities into all weekly trainings; Friday afternoon "soccer school" for 15+ refugee boys, that includes high school planning, report card review, goal setting and tutoring; and end of year celebration integrating family members, coaches, students and teachers. Soccer Without Borders will be responsible for planning and implementing all lessons, acquiring all necessary equipment and securing field space, ensuring a safe, constructive and positive learning environment for youth. As a result of this contract, 25+ refugee students will have weekly access to healthy, constructive and safe outdoor activities, opportunities to make friendships across cultures, incentives to learn and practice English and confidence and excitement to set and maintain positive goals for the school year. The program will include daily discussions of the need to attend school regularly, prepared and on time. As a result, these children will see improved school connectedness and attendance, and improved sense of belonging in their new Oakland homes, positive connections with caring adults, and increased health.



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.

Soccer Without Borders will be responsible for planning and implementing all lessons, acquiring all necessary equipment and securing field space, ensuring a safe, constructive and positive learning environment for youth. As a result of this contract, 25+ refugee students will have weekly access to healthy, constructive and safe outdoor activities, opportunities to make friendships across cultures, incentives to learn and practice English and confidence and excitement to set and maintain positive goals for the school year. The program will include daily discussions of the need to attend school regularly, prepared and on time. As a result, these children will see improved school connectedness and attendance, and improved sense of belonging in their new Oakland homes, positive connections with caring adults, and increased health.

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

- |   |  |
|---|--|
| <input type="checkbox"/> Ensure a high quality instructional core                 | <input type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input 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 checked="" type="checkbox"/> Full service community district          |

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

Please select:

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

– Item Number(s): Not Applicable  
Private School or  
OUSD Department

- 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: 922-Complementary Learning**

**Principal / Department Head: CURTISS SARIKEY**

**Contractor Name: Ben Gucciardi**

**Business Name: Soccer Without Borders**

**Contract Type: Standard**

**Anticipated Start Date: 10/01/2013**

**Contract End Date: 06/30/2014**

**Rate Type: HOURLY**

**Contract Amount: \$5,000.00**

***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: NA**

**Approval Date:**

**Fingerprint Waiver Status: NA**

**Approval Date:**

**TB Test Waiver Status: NA**

**Approval Date:**





## Soccer Without Borders - OAKLAND



***Soccer Without Borders Oakland's mission*** is to use soccer as a vehicle for positive change, providing refugee and immigrant youth with a toolkit to overcome obstacles to growth, inclusion, and personal success.



***SWB Oakland is an award winning non-profit organization that creates positive team communities for recently arrived refugee and immigrant youth. In a safe and supportive environment, youth from 27 countries build meaningful friendships and powerful mentor/mentee relationships, which play a vital role in their successful integration into their new lives in the US.***

*"It is home. Everybody in here is my family. We laugh together, we eat together, we're mad together, and we win together." – Song L., SWB Oakland participant, age 15*



# Issues Addressed



Newcomer refugee and immigrant youth face the tremendous challenges of integrating into a new culture, learning English, overcoming past traumas, and navigating an often hostile urban environment in East Oakland.

*As a result, newcomer refugee and immigrant youth:*



- *Drop out of high school at an Oakland wide rate of 43%.*
- *Are targeted for recruitment in gangs*
- *Experience social isolation*
- *Lack opportunities for recreation and extra curricular activities*





# Our Activities



Leveraging the universal appeal of soccer, SWB Oakland offers five activities which develop the whole person: soccer play and instruction (including participation in CYSA leagues), off-field education, team building, cultural exchange and civic engagement.





# Our Impact



## GROWTH:

**97%** of participants reported making new friends across cultural barriers

**85%** of participants reported they were more likely to resolve conflicts peacefully.

## INCLUSION:

**135** regular participants in free year round team programs, 250 youth in free summer camps

**5** Teams - Boys Teams (U19, U17, U14) Girls Teams, (U-19, U-14) play in the Alameda Contra Costa Youth Soccer League

**115** girls played on their first organized team (since 2007)

## PERSONAL SUCCESS:

**95%** of regular program participants have graduated from high school

**100%** of program participants set athletic and academic goals and received support to achieve them



*"Whenever I need something, I can pick up the phone and call my coaches."* Omar B., SWB Oakland Participant from Colombia, Age 17





# A safety net...



Soccer Without Borders core participants spend 10-15 hours a week with their teams, often referring to the program as their “second family”. SWB provides a safety net for students. As a result, SWB Oakland has been honored by Oakland Mayor Jean Quan and programming is being replicated in 5 other US cities with large populations of refugee and immigrant youth.

Team	Weekly Schedule
U19 Boys	T, R 4-6 Practice – Weekend Games Off field education: Health, Leadership, College Apps. for 12 <sup>th</sup> graders, Academic Monitoring
U17 Boys	T, R 4-6 Practice – Weekend Games Off Field Education: Health, Leadership, Academic Monitoring
U14 Boys	W (practice), F (practice + soccer school) – Weekend Games Off-Field Education: Academics through Soccer School, Health, Goal Setting
U19 Girls	W 1:15-3 Practice, F 4-5:30 Practice, Weekend Games Off-Field Education Focus: Health, Mindfulness Unit, Academic Monitoring, College Apps. for 12 <sup>th</sup> graders
U14 Girls	Sunday 3-5 practice (game play and extended practices Spring 2013)

## Countries Represented:

- Afghanistan, Burma, Bhutan, Brazil, Colombia, Cuba, Democratic Republic of Congo, El Salvador, Ethiopia, Eritrea, Gabon, Ghana, Guatemala, Haiti, Honduras, Iraq, Jamaica, Laos, Liberia, Mexico, Mongolia, Morocco, Nepal, Nicaragua, Russia, Somalia, Thailand, Tibet, Turkey, Uzbekistan, Vietnam, Yemen (32 total)
- More than 25 Languages spoken on U-19 Boys team





# Get Involved



We encourage anyone who is interested to get involved and help support Soccer Without Borders. At SWB, we promote a team approach: our collective actions can make a powerful difference. Please visit our website at

[www.soccerwithoutborders.org/oakland](http://www.soccerwithoutborders.org/oakland) to learn more about:

***Making a Tax Deductible Donation***  
***Volunteering***  
***Becoming an Ambassador***

PO Box 3443, Oakland, CA 94609

510-859-4874 | [oakland@soccerwithoutborders.org](mailto:oakland@soccerwithoutborders.org)

Twitter: [@soccerwoborders](https://twitter.com/soccerwoborders) | Facebook: [facebook.com/soccerwithoutborders](https://facebook.com/soccerwithoutborders)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/11/2013

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Calender-Robinson Company, Inc. FB0267063 300 Montgomery St., Suite 888 San Francisco CA 94104	<b>CONTACT NAME:</b> Katherine Berkman	
	<b>PHONE (A/C No. Ext):</b> (415) 978-3800	<b>FAX (A/C No.):</b> (415) 978-3825
<b>E-MAIL ADDRESS:</b> kberkman@calrob.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Riverport Insurance Co.		
<b>INSURER B:</b> Rockhill Insurance Company		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** CL1321108480      **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 WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			AP174966-00	1/26/2013	1/26/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			RXSLGR000410-00	5/17/2013	5/17/2014	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E L EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Certificate holder is included as additional insured as per the attached endorsement

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District, its board, officers & employees  
 Attn: Contract Administrator  
 900 High Street  
 Oakland, CA 94601

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



**POLICY NUMBER: API74966-00**

**COMMERCIAL GENERAL LIABILITY**

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

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies the insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization:**

**All entities named on the attached certificate of insurance**

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

THE INSURANCE provided under this endorsement is primary and non-contributory to any other valid & collectible insurance carried by the additional insured entity.



MAY 17, 2013

IN REPLY REFER TO:

9056669-13

SOCCER WITHOUT BORDERS  
4521 WEBSTER ST  
OAKLAND, CA 94609

Dear Policyholder

Thank you for choosing us as your workers' compensation insurance carrier.

This package contains your policy contract and new business documents as listed on the following page. Please keep these together.

Our goal is to provide you with fast, efficient, and the most convenient service possible. We truly appreciate your business. If you have any questions about the information in this mailing, please contact your broker of record or your local State Compensation Insurance Fund office.

State Compensation Insurance Fund





IN REPLY REFER TO:

9056669-13

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY  
INSURANCE POLICY  
STATE COMPENSATION INSURANCE FUND  
Forms and Endorsements Applicable List Policy

FORM NUMBER	FORM DESCRIPTION
10961A	POLICY DECLARATIONS
10217	2022 -ENDORSEMENT AGREEMENT- MANDATORY RATE CHANGE ENDORSEMENT
10217	2029 -ENDORSEMENT AGREEMENT- CALIFORNIA SHORT-RATE CANCELATION
10217	2089 -ENDORSEMENT AGREEMENT- STATUTORY ACCOUNTING PRINCIPLES - BILL RECEIVABLE
10217	2437 -ENDORSEMENT AGREEMENT- MEDICAL PROVIDER NETWORK ENDORSEMENT
10217	2559 -ENDORSEMENT AGREEMENT- TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION
10152	POLICY ANNOUNCEMENT
10610	POLICY HOLDER NOTICE



IMPORTANT - THIS IS NOT A BILL. SEND NO MONEY UNLESS STATEMENT IS ENCLOSED.

HOME OFFICE	SAN FRANCISCO	POLICY DECLARATIONS
<b>CALIFORNIA WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY</b> THESE DECLARATIONS ARE A PART OF THE WORKERS' COMPENSATION POLICY INDICATED HEREON.		

THIS INSURANCE IS EFFECTIVE FROM  
 12:01 A.M., PACIFIC STANDARD TIME  
 5-14-13 TO 5-14-14 AND SHALL  
 AUTOMATICALLY RENEW EACH 5-14  
 UNTIL CANCELLED

CONTINUOUS POLICY 9056669-13

SOCCER WITHOUT BORDERS	DEPOSIT PREMIUM	\$385.00
4521 WEBSTER ST OAKLAND, CALIF 94609	MINIMUM PREMIUM PREMIUM ADJUSTMENT PERIOD	\$385.00 ANNUALLY N NA

NAME OF EMPLOYER- SOCCER WITHOUT BORDERS  
 (A NON-PROFIT ORGANIZATION)

TRADE NAMES- SOCCER WITHOUT BORDERS

LOCATIONS- 001 4521 WEBSTER ST  
 OAKLAND CA 94609

1. WORKERS' COMPENSATION INSURANCE - PART ONE OF THIS POLICY APPLIES TO THE WORKERS' COMPENSATION LAWS OF THE STATE OF CALIFORNIA.
2. EMPLOYER'S LIABILITY INSURANCE - PART TWO OF THIS POLICY APPLIES TO LIABILITY UNDER THE LAWS OF THE STATE OF CALIFORNIA. THE LIMIT OF OUR LIABILITY INCLUDING DEFENSE COSTS UNDER PART TWO IS,

\$1,000,000

CODE NO. PRINCIPAL WORK AND RATES EFFECTIVE FROM 05-14-13 TO 05-14-14

		PREMIUM BASIS	BASE RATE	INTERIM BILLING RATE*
9059-1	DAY CARE CENTERS--CHILD--NOT RESIDENTIAL CARE FACILITIES--ALL EMPLOYEES--INCLUDING RECEPTIONISTS.	0	9.15	7.22

CLASSIFICATION 9059 SHALL NOT BE USED FOR DIVISION OF PAYROLL IN CONNECTION WITH CLASSIFICATION 8868, "COLLEGES OR SCHOOLS--PRIVATE--PROFESSIONAL", OR 9101, "COLLEGES OR SCHOOLS--PRIVATE", UNLESS THE OPERATION DESCRIBED BY CLASSIFICATION 9059 CONSTITUTES A

TOTAL ESTIMATED ANNUAL PREMIUM \$385





IMPORTANT - THIS IS NOT A BILL. SEND NO MONEY UNLESS STATEMENT IS ENCLOSED.

HOME OFFICE	SAN FRANCISCO	POLICY DECLARATIONS
<b>CALIFORNIA WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY</b> THESE DECLARATIONS ARE A PART OF THE WORKERS' COMPENSATION POLICY INDICATED HEREON.		

CONTINUOUS POLICY 9056669-13

		PREMIUM BASIS	BASE RATE	INTERIM BILLING RATE*
8810-1	SEPARATE AND DISTINCT ENTERPRISE HAVING NO CONNECTION WITH THE OPERATIONS COVERED BY CLASSIFICATIONS 8868 OR 9101  CLERICAL OFFICE EMPLOYEES--N.O.C.	41600	1.06	.84

\*\*\*\*\*BUREAU NOTE INFORMATION\*\*\*\*\*

FEIN 203786129



IMPORTANT - THIS IS NOT A BILL. SEND NO MONEY UNLESS STATEMENT IS ENCLOSED.

HOME OFFICE	SAN FRANCISCO	POLICY DECLARATIONS
CALIFORNIA WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY		
THESE DECLARATIONS ARE A PART OF THE WORKERS' COMPENSATION POLICY INDICATED HEREON.		

CONTINUOUS POLICY 9056669-13

\* INTERIM BILLING RATES WILL BE USED ON PAYROLL REPORTS. THEY TAKE INTO ACCOUNT RATING PLAN CREDITS (OR DEBITS) WHICH WILL APPLY AT FINAL BILLING AND AN ESTIMATE OF YOUR PREMIUM DISCOUNT AS DETAILED BELOW.

RATING PLAN CREDITS (DEBITS) EFFECTIVE FROM 05-14-13 TO 05-14-14

RATING PLAN MODIFIER	0.78871
ESTIMATED PREMIUM DISCOUNT MODIFIER	<u>1.00000</u>
COMPOSITE FACTOR APPLIED TO BASE RATES TO DERIVE INTERIM BILLING RATES	0.78871

\*\*\*\*\*  
\*  
\* PREMIUM DISCOUNT SCHEDULE EFFECTIVE FROM 05-14-13 TO 05-14-14 \*  
\* ESTIMATED MODIFIED PREMIUM IS DISCOUNTED ACCORDING TO THE FOLLOWING SCHEDULE: \*  
\* FIRST ABOVE \*  
\* \$5,000 \$5,000 \*  
\* 0.0% 11.3% \*  
\*  
\*\*\*\*\*

THE ESTIMATED PREMIUM DISCOUNT IS BASED ON AN ESTIMATE OF YOUR PAYROLL. ACTUAL PREMIUM DISCOUNT APPLIED AT FINAL BILLING WILL BE BASED ON THE ACTUAL PAYROLL REPORTED ON YOUR POLICY AND SUBJECT TO AUDIT.





IMPORTANT - THIS IS NOT A BILL. SEND NO MONEY UNLESS STATEMENT IS ENCLOSED.

HOME OFFICE	SAN FRANCISCO	POLICY DECLARATIONS
<b>CALIFORNIA WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY</b> THESE DECLARATIONS ARE A PART OF THE WORKERS' COMPENSATION POLICY INDICATED HEREON.		

CONTINUOUS POLICY 9056669-13

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions agreements or limitations of the Policy other than as herein stated.

When countersigned by a duly authorized officer or representative of the State Compensation Insurance Fund, these declarations shall be valid and form part of the Policy.

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO



ENDORSEMENT AGREEMENT  
MANDATORY RATE CHANGE ENDORSEMENT

9056669-13  
NEW  
NA

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE MAY 14, 2013 AT 12.01 A.M.

PAGE 1 OF 1

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

SOCCER WITHOUT BORDERS  
4521 WEBSTER ST  
OAKLAND, CA 94609

IT IS AGREED THAT THE PREMIUM AND RATES ARE SUBJECT TO  
CHANGE IF ORDERED BY THE INSURANCE COMMISSIONER OF THE  
STATE OF CALIFORNIA PURSUANT TO SECTION 11737 OF THE  
CALIFORNIA INSURANCE CODE.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: MAY 17, 2013

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO





ENDORSEMENT AGREEMENT
CALIFORNIA SHORT-RATE CANCELATION

9056669-13
NEW
NA

HOME OFFICE
SAN FRANCISCO

EFFECTIVE MAY 14, 2013 AT 12.01 A.M.
TO MAY 14, 2014 AT 12.01 A.M.

PAGE 1 OF 2

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

SOCCER WITHOUT BORDERS
4521 WEBSTER ST
OAKLAND, CA 94609

THE INSURANCE UNDER THIS POLICY IS LIMITED AS FOLLOWS:

IT IS AGREED THAT ANYTHING IN THE POLICY TO THE CONTRARY
NOTWITHSTANDING, SUCH INSURANCE AS IS AFFORDED BY THIS
POLICY IS SUBJECT TO THE FOLLOWING PROVISIONS:

IF YOU CANCEL THE POLICY AND A DISCLOSURE WAS PROVIDED IN
ACCORDANCE WITH SECTION 481(C) OF THE CALIFORNIA INSURANCE
CODE, FINAL PREMIUM WILL BE BASED ON THE TIME THIS POLICY
WAS IN FORCE AND INCREASED BY THE SHORT-RATE CANCELATION
TABLE BELOW:

SHORT-RATE CANCELATION TABLE

FINAL PREMIUM BASED ON THE TABLE BELOW WILL NOT BE LESS
THAN THE MINIMUM PREMIUM FOR THIS POLICY.

DAYS = EXTENDED NUMBER OF DAYS
% = PERCENTAGE OF FULL POLICY PREMIUM

Table with 6 columns: DAYS, %, DAYS, %, DAYS, %. Rows show premium percentages for various day ranges from 1 day (5%) to 63-65 days (28%).

CONTINUED

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: MAY 17, 2013

Handwritten signature of authorized representative

AUTHORIZED REPRESENTATIVE

Handwritten signature of Thomas Elone

PRESIDENT AND CEO

2029



ENDORSEMENT AGREEMENT
CALIFORNIA SHORT-RATE CANCELATION

9056669-13
NEW
NA

HOME OFFICE
SAN FRANCISCO

EFFECTIVE MAY 14, 2013 AT 12.01 A.M.
TO MAY 14, 2014 AT 12.01 A.M.

PAGE 2 OF 2

ALLEFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

SOCCER WITHOUT BORDERS
4521 WEBSTER ST
OAKLAND, CA 94609

CONTINUED.

Table with 6 columns showing age ranges and percentages. Rows include: 66-69 29%, 70-73 30%, 74-76 31%, 77-80 32%, 81-83 33%, 84-87 34%, 88-91 35%, 92-94 36%, 95-98 37%, 99-102 38%, 103-105 39%, 106-109 40%, 110-113 41%, 114-116 42%, 117-120 43%, 121-124 44%, 125-127 45%, 128-131 46%, 132-135 47%, 136-138 48%, 139-142 49%, 143-146 50%, 147-149 51%, 150-153 52%, 154-156 53%, 157-160 54%, 161-164 55%, 165-167 56%, 168-171 57%, 172-175 58%, 176-178 59%, 179-182 60%, 183-187 61%, 188-191 62%, 192-196 63%, 197-200 64%, 201-205 65%, 206-209 66%, 210-214 67%, 215-218 68%, 219-223 69%, 224-228 70%, 229-232 71%, 233-237 72%, 238-241 73%, 242-246 74%, 247-250 75%, 251-255 76%, 256-260 77%, 261-264 78%, 265-269 79%, 270-273 80%, 274-278 81%, 279-282 82%, 283-287 83%, 288-291 84%, 292-296 85%, 297-301 86%, 302-305 87%, 306-310 88%, 311-314 89%, 315-319 90%, 320-323 91%, 324-328 92%, 329-332 93%, 333-337 94%, 338-342 95%, 343-346 96%, 347-351 97%, 352-355 98%, 356-360 99%, 361-365 100%

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: MAY 17, 2013

Handwritten signature of Karl R. LaFollette

AUTHORIZED REPRESENTATIVE

Handwritten signature of Thomas E. Rone

PRESIDENT AND CEO





ENDORSEMENT AGREEMENT  
STATUTORY ACCOUNTING PRINCIPLES  
BILL RECEIVABLE

9056669-13  
NEW  
NA

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE MAY 14, 2013 AT 12.01 A.M.

PAGE 1 OF 1

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

SOCCER WITHOUT BORDERS  
4521 WEBSTER ST  
OAKLAND, CA 94609

ANY CONTRADICTION BETWEEN THE POLICY AND THIS ENDORSEMENT  
WILL BE CONTROLLED BY THIS ENDORSEMENT.

IT IS AGREED THAT THIS ENDORSEMENT AMENDS SECTION D. OF  
PART FIVE OF THE POLICY.

YOUR POLICY HAS BEEN WRITTEN ON ANNUAL ADJUSTMENT  
PERIOD. YOU WILL PAY ALL PREMIUM WHEN DUE.

PAYROLL REPORTS AND PREMIUM ARE DUE WITHIN 10 DAYS (TEN)  
AFTER THE LAST DAY OF THE REPORTING PERIOD.

PAYMENT OF OUTSTANDING PREMIUM IS DUE WITHIN 10 DAYS (TEN)  
FROM THE BILL DATE.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: MAY 17, 2013

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

2089

OLD DP 217



ENDORSEMENT AGREEMENT  
MEDICAL PROVIDER NETWORK

9056669-13  
NEW  
NA

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE MAY 14, 2013 AT 12.01 A.M.

PAGE 1 OF 3

ALL EFFECTIVE DATES ARE  
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4521 WEBSTER ST  
OAKLAND, CA 94609

ANY CONTRADICTION BETWEEN THE POLICY AND THIS ENDORSEMENT  
WILL BE CONTROLLED BY THIS ENDORSEMENT.

THE STATE COMPENSATION INSURANCE FUND MEDICAL PROVIDER  
NETWORK IS ESTABLISHED IN ACCORDANCE WITH CALIFORNIA LABOR  
CODE 4600 ET SEQ AND APPROVED BY THE CALIFORNIA DIVISION OF  
WORKERS' COMPENSATION ADMINISTRATIVE DIRECTOR. THE INTENT  
OF THE 2004 LEGISLATION REQUIRING THE ESTABLISHMENT OF THE  
MEDICAL PROVIDER NETWORK IS INCREASED EMPLOYER CONTROL OVER  
THE COSTS OF TREATING EMPLOYEE WORK RELATED INJURIES AND  
DISEASE.

PART FOUR OF THE POLICY, YOUR DUTIES IF INJURY OCCURS, IS  
AMENDED AS FOLLOWS:

IT IS AGREED THAT THE POLICYHOLDER SHALL REFER ALL WORK  
RELATED INJURIES OR DISEASE TO THE STATE COMPENSATION  
INSURANCE FUND MEDICAL PROVIDER NETWORK AT THE TIME OF AN  
OCCUPATIONAL INJURY OR UPON KNOWLEDGE OF AN OCCUPATIONAL  
INJURY OR DISEASE.

IT IS FURTHER AGREED THAT WHEN AN EMPLOYEE NOTIFIES THE  
POLICYHOLDER OF AN OCCUPATIONAL INJURY OR FILES A CLAIM FOR  
WORKERS' COMPENSATION WITH THE POLICYHOLDER, THE POLICY-  
HOLDER SHALL ARRANGE AN INITIAL MEDICAL EVALUATION AND  
BEGIN TREATMENT WITHIN THE MEDICAL PROVIDER NETWORK. THE  
POLICYHOLDER SHALL NOTIFY THE EMPLOYEE OF HIS OR HER RIGHT

CONTINUED

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EFFECTIVE MAY 14, 2013 AT 12.01 A.M.

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CONTINUED.

TO BE TREATED BY A PHYSICIAN OF HIS OR HER CHOICE FROM  
WITHIN THE MEDICAL PROVIDER NETWORK AFTER THE FIRST VISIT.  
THE POLICYHOLDER SHALL NOTIFY EMPLOYEE OF THE METHOD BY  
WHICH THE LIST OF PARTICIPATING PROVIDERS MAY BE ACCESSED  
BY EMPLOYEES.

IT IS FURTHER AGREED THAT IF AN INJURED EMPLOYEE DISPUTES  
EITHER THE DIAGNOSIS OR THE TREATMENT PRESCRIBED BY THE  
TREATING PHYSICIAN, THE EMPLOYEE MAY SEEK THE OPINION OF  
ANOTHER PHYSICIAN WITHIN THE MEDICAL PROVIDER NETWORK. IF  
THE INJURED EMPLOYEE DISPUTES THE DIAGNOSIS OR TREATMENT  
PRESCRIBED BY THE SECOND PHYSICIAN, THE EMPLOYEE MAY SEEK  
THE OPINION OF A THIRD PHYSICIAN WITHIN THE MEDICAL  
PROVIDER NETWORK.

IT IS FURTHER AGREED THAT THIS ENDORSEMENT IN NO WAY  
AFFECTS THE RIGHTS OF AN INJURED WORKER TO PREDESIGNATE A  
PHYSICIAN. AN EMPLOYEE MUST FILE WRITTEN NOTICE OF THE  
PREDESIGNATION WITH THE EMPLOYER PRIOR TO THE DATE OF  
INJURY. THE NOTICE MUST INCLUDE THE PHYSICIAN'S SIGNATURE  
OF AGREEMENT TO THE PREDESIGNATION, AND THE FOLLOWING  
CONDITIONS MUST APPLY:

THE PHYSICIAN IS THE EMPLOYEE'S REGULAR PHYSICIAN.

THE PHYSICIAN IS THE EMPLOYEE'S PRIMARY CARE PROVIDER WHO  
HAS PREVIOUSLY DIRECTED THE MEDICAL TREATMENT OF THE

CONTINUED

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CONTINUED.

EMPLOYEE AND RETAINS RECORDS OF THE TREATMENT AND MEDICAL HISTORY.

THE EMPLOYER PROVIDES THE STAFF WITH NONOCCUPATIONAL GROUP HEALTH COVERAGE IN A HEALTH-CARE SERVICE PLAN (SUCH AS AN HMO/PPO PROGRAM).

OR

THE EMPLOYER PROVIDES NONOCCUPATIONAL HEALTH COVERAGE IN A GROUP HEALTH PLAN OR A GROUP HEALTH INSURANCE POLICY, PER LABOR CODE 4616.7.

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COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: MAY 17, 2013

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO





ENDORSEMENT AGREEMENT  
TERRORISM RISK INSURANCE PROGRAM  
REAUTHORIZATION ACT

9056669-13  
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EFFECTIVE MAY 14, 2013 AT 12.01 A.M.  
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THIS ENDORSEMENT ADDRESSES THE REQUIREMENTS OF THE  
TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED AND  
EXTENDED BY THE TERRORISM RISK INSURANCE PROGRAM  
REAUTHORIZATION ACT OF 2007.

DEFINITIONS

THE DEFINITIONS PROVIDED IN THIS ENDORSEMENT ARE BASED ON  
AND HAVE THE SAME MEANING AS THE DEFINITIONS IN THE ACT.  
IF WORDS OR PHRASES NOT DEFINED IN THIS ENDORSEMENT ARE  
DEFINED IN THE ACT, THE DEFINITIONS IN THE ACT WILL APPLY.

"ACT" MEANS THE TERRORISM RISK INSURANCE ACT OF 2002,  
WHICH TOOK EFFECT ON NOVEMBER 26, 2002, AND ANY AMENDMENTS  
RESULTING FROM THE TERRORISM RISK INSURANCE PROGRAM  
REAUTHORIZATION ACT OF 2007.

"ACT OF TERRORISM" MEANS ANY ACT THAT IS CERTIFIED BY THE  
SECRETARY OF THE TREASURY, IN CONCURRENCE WITH THE  
SECRETARY OF STATE, AND THE ATTORNEY GENERAL OF THE UNITED  
STATES AS MEETING ALL OF THE FOLLOWING REQUIREMENTS:

- A. THE ACT IS AN ACT OF TERRORISM.
- B. THE ACT IS VIOLENT OR DANGEROUS TO HUMAN LIFE,  
PROPERTY OR INFRASTRUCTURE.
- C. THE ACT RESULTED IN DAMAGE WITHIN THE UNITED STATES,  
OR OUTSIDE OF THE UNITED STATES IN THE CASE OF THE  
PREMISES OF UNITED STATES MISSIONS OR CERTAIN AIR

CONTINUED

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CONTINUED.

CARRIERS OR VESSELS.

D. THE ACT HAS BEEN COMMITTED BY AN INDIVIDUAL OR INDIVIDUALS AS PART OF AN EFFORT TO COERCE THE CIVILIAN POPULATION OF THE UNITED STATES OR TO INFLUENCE THE POLICY OR AFFECT THE CONDUCT OF THE UNITED STATES GOVERNMENT BY COERCION.

"INSURED LOSS" MEANS ANY LOSS RESULTING FROM AN ACT OF TERRORISM (INCLUDING AN ACT OF WAR, IN THE CASE OF WORKERS COMPENSATION) THAT IS COVERED BY PRIMARY OR EXCESS PROPERTY AND CASUALTY INSURANCE ISSUED BY AN INSURER IF THE LOSS OCCURS IN THE UNITED STATES OR AT THE PREMISES OF UNITED STATES MISSIONS OR TO CERTAIN AIR CARRIERS OR VESSELS.

"INSURER DEDUCTIBLE" MEANS, FOR THE PERIOD BEGINNING JANUARY 1, 2008, AND ENDING ON DECEMBER 31, 2014, AN AMOUNT EQUAL TO 20% OF OUR DIRECT EARNED PREMIUMS, OVER THE CALENDAR YEAR IMMEDIATELY PRECEDING THE APPLICABLE PROGRAM YEAR.

"PROGRAM YEAR" REFERS TO EACH CALENDAR YEAR BETWEEN JANUARY 1, 2008 AND DECEMBER 31, 2014 AS APPLICABLE.

LIMITATION OF LIABILITY

THE ACT LIMITS OUR LIABILITY TO YOU UNDER THIS POLICY. IF

CONTINUED

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ENDORSEMENT AGREEMENT  
TERRORISM RISK INSURANCE PROGRAM  
REAUTHORIZATION ACT

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CONTINUED.

AGGREGATE INSURED LOSSES EXCEED \$100,000,000,000 IN A PROGRAM YEAR AND IF WE HAVE MET OUR INSURER DEDUCTIBLE, WE ARE NOT LIABLE FOR THE PAYMENT OF ANY PORTION OF THE AMOUNT OF INSURED LOSSES THAT EXCEEDS \$100,000,000,000; AND FOR AGGREGATE INSURED LOSSES UP TO \$100,000,000,000, WE WILL PAY ONLY A PRO RATA SHARE OF SUCH INSURED LOSSES AS DETERMINED BY THE SECRETARY OF THE TREASURY.

POLICYHOLDER DISCLOSURE NOTICE

1. INSURED LOSSES WOULD BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT. IF THE AGGREGATE INDUSTRY INSURED LOSSES EXCEEDS \$100,000,000 IN A PROGRAM YEAR, THE UNITED STATES GOVERNMENT WOULD PAY 85% OF OUR INSURED LOSSES THAT EXCEED OUR INSURER DEDUCTIBLE.
2. NOTWITHSTANDING ITEM 1 ABOVE, THE UNITED STATES GOVERNMENT WILL NOT MAKE ANY PAYMENT UNDER THE ACT FOR ANY PORTION OF INSURED LOSSES THAT EXCEED \$100,000,000,000.
3. THE PREMIUM CHARGED FOR THE COVERAGE FOR INSURED LOSSES UNDER THIS POLICY IS INCLUDED IN THE AMOUNTS SHOWN IN ITEM 4 OF THE INFORMATION PAGE OR IN THE SCHEDULE IN THE TERRORISM PREMIUM ENDORSEMENT-CALIFORNIA (WC 04 04 16), ATTACHED TO THIS POLICY.

THIS ENDORSEMENT CHANGES THE POLICY TO WHICH IT IS ATTACHED AND IS EFFECTIVE ON THE DATE ISSUED UNLESS

CONTINUED

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PRESIDENT AND CEO



ENDORSEMENT AGREEMENT  
TERRORISM RISK INSURANCE PROGRAM  
REAUTHORIZATION ACT

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TO MAY 14, 2014 AT 12.01 A.M.

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CONTINUED.

OTHERWISE STATED.

WC 04 01 04

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COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: MAY 17, 2013

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO



9056669-13

Dear Policyholder:

These endorsements amend and are part of your policy.  
Please keep them with your documents for future reference.

If you have any questions concerning these endorsements,  
Please contact your local State Fund office.



## Your Requirements Under Law

9056669-13  
MAY 17, 2013  
PAGE 1 OF 1

1. Notify all new employees in writing, either at the time of hire or by the end of the first pay period, of their right to workers' compensation benefits in case of an industrial injury. State Fund's brochure, **"NEW EMPLOYEE'S GUIDE TO WORKERS' COMPENSATION"** (e13286) satisfies this requirement.
2. California workers' compensation law requires that you post in a location that is easily visible to your employees:
  - **"NOTICE TO EMPLOYEES"** (e13708, English & e13709, Spanish) - Please fill in the name, address and phone number of your State Fund regional office. You must by law post this notice in each of your business locations. Failure to post the required notice shall constitute a misdemeanor. In addition, any employer who fails to post the required notice could be assessed a civil penalty of up to seven thousand dollars (\$7,000) for each violation.
  - **"EMPLOYEES GUIDE TO THE STATE FUND MEDICAL PROVIDER NETWORK"** (e13176) - must be provided to employees at the time of injury or when there is an existing injury, and when transferring care into the MPN.
3. In the event of an occupational injury:
  - **"EMPLOYEE'S CLAIM FOR WORKERS' COMPENSATION BENEFITS & NOTICE OF POTENTIAL ELIGIBILITY FOR BENEFITS"** (DWC-1/e3301) - Provide this claim form to your employee within one (1) working day of learning of an occupational injury.
  - **"EMPLOYER'S REPORT OF OCCUPATIONAL INJURY OR ILLNESS"** (e3067) - Complete and send this form to us within 5 days of learning of an occupational injury.
  - **"EMPLOYEES GUIDE TO THE STATE FUND MEDICAL PROVIDER NETWORK"** (e13176) - must be provided to employees at the time of injury or where there is an existing injury, and when transferring care into the MPN.

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Please make sure that supervisors and central office personnel are aware of these requirements and have a supply of these pamphlets and forms. You may download any of these forms from our website at [www.statefundca.com](http://www.statefundca.com) or if you would prefer, these pamphlets or forms can be sent to you at no charge, by calling our Customer Service Center at (877) 405-4545 for assistance.





**POLICYHOLDER NOTICE**  
**YOUR RIGHT TO RATING AND DIVIDEND INFORMATION**  
**PN 04 99 01D (Ed. 01-11)**

Page 1 of 3

POLICY NO. 9056669-13  
NR NA

SOCCER WITHOUT BORDERS  
4521 WEBSTER ST  
OAKLAND, CALIF 94609

**I. Information Available to You.**

**A. Information Available from Us - State Compensation Insurance Fund**

- (1) General questions regarding your policy should be directed to the Customer Service Center, State Fund, 1020 Vaquero Circle, Vacaville, CA 95688 or call us toll free at 877-405-4545.
- (2) **Dividend Calculation.** If this is a participating policy (a policy on which a dividend may be paid), upon payment or non-payment of a dividend, we shall provide a written explanation to you that sets forth the basis of the dividend calculation. The explanation will be in clear, understandable language and will express the dividend as a dollar amount and as a percentage of the earned premium for the policy year on which the dividend is calculated.
- (3) **Claims Information.** Pursuant to Sections 3761 and 3762 of the California Labor Code, you are entitled to receive information in our claim files that affects your premium. Copies of documents will be supplied at your expense during reasonable business hours.

For claims covered under this policy, we will estimate the ultimate cost of unsettled claims for statistical purposes eighteen months after the policy becomes effective and will report those estimates to the Workers' Compensation Insurance Rating Bureau of California (WCIRB) no later than twenty months after the policy becomes effective. The cost of any settled claims will also be reported at that time. At twelve-month intervals thereafter, we will update and report to the WCIRB the estimated cost of any unsettled claims and the actual final cost of any claims settled in the interim. The amounts we report will be used by the WCIRB to compute your experience modification if you are eligible for experience rating.

**B. Information Available from the Workers' Compensation Insurance Rating Bureau of California**

- (1) The WCIRB is a licensed rating organization and the California Insurance Commissioner's designated statistical agent. As such, the WCIRB is responsible for administering the *California Workers' Compensation Uniform Statistical Reporting Plan--1995 (USRP)* and the *California Workers' Compensation Experience Rating Plan--1995 (ERP)*. Contact information for the WCIRB is: WCIRB, 525 Market Street, Suite 800, San Francisco, California 94105-2767, Attention: Customer Service. You may also contact WCIRB Customer Service at 1-888-229-2472, by fax at 415-778-7272, or via the Internet at the WCIRB's website: <http://www.wcirbonline.org>. The regulations contained in the USRP and the ERP are available for public viewing through the WCIRB's website.
- (2) **Policyholder Information.** Pursuant to California Insurance Code (CIC) Section 11752.6, upon written request, you are entitled to information relating to loss experience, claims, classification assignments, and policy contracts as well as rating plans, rating systems, manual rules, or other information impacting your premium that is maintained in the records of the WCIRB. Complaints and Requests for Action requesting policyholder information should be forwarded to: WCIRB, 525 Market Street, Suite 800, San Francisco, California 94105-2767, Attention: Custodian of Records. The Custodian of Records can be reached by telephone at 415-777-0777 and by fax at 415-778-7272.



POLICYHOLDER NOTICE  
Your Right to Rating and Dividend Information

POLICY NO. 9056669-13  
NR NA

- (3) **Experience Rating Form.** Each experience rated risk may receive a single copy of its current Experience Rating Form free of charge by completing a Policyholder Rate Sheet Request Form on the WCIRB's website at <http://wcirbonline.org/ratesheet>. The Experience Rating Form will include a Loss-Free Rating, which is the experience modification that would have been calculated if \$0 (zero) actual losses were incurred during the experience period. This hypothetical rating calculation is provided for informational purposes only.

**II. Dispute Process**

You may dispute our actions or the actions of the WCIRB pursuant to CIC Sections 11737 and 11753.1.

**A. Our Dispute Resolution Process.**

You may request in writing that we reconsider a change in a classification assignment that results in an increased premium. You may also request, in writing, that we review the manner in which our rating system has been applied in connection with the insurance afforded or offered you. Written requests that we reconsider or review our actions should be forwarded to: State Compensation Insurance Fund, Attention: Manager, Customer Assistance Program, 5860 Owens Drive, Pleasanton, CA 94588 or call us at 925-460-6530 or fax us at 925-460-6633.

- B. Disputing the Actions of the WCIRB.** If you have been aggrieved by any decision, action, or omission to act of the WCIRB, you may request, in writing, that the WCIRB reconsider its decision, action, or omission to act. You may also request, in writing, that the WCIRB review the manner in which its rating system has been applied in connection with the insurance afforded or offered you. For requests related to classification disputes, the reporting of experience, or coverage issues, your initial request for review must be received by the WCIRB within 12 months after the expiration date of the policy to which the request for review pertains, except if the request involves the application of the Revision of Losses rule. For requests related to your experience modification, your initial request for review must be received by the WCIRB within 6 months after the issuance, or 12 months after the expiration date, of the experience modification to which the request for review pertains, whichever is later, except if the request for review involves the application of the Revision of Losses rule. If the request involves the Revision of Losses rule, the time to state your appeal may be longer. (See Section VI, Rule 14 of the ERP).

You may commence the review process by sending the WCIRB a written Inquiry. Written Inquiries should be sent to: WCIRB, 525 Market Street, Suite 800, San Francisco, California 94105-2767, Attention: Customer Service. Customer Service can be reached by telephone at 1-888-229-2472, and by fax at 415-778-7272.

If you are dissatisfied with the WCIRB's decision upon an Inquiry, or if the WCIRB fails to respond within 90 days after receipt of the Inquiry, you may pursue the subject of the Inquiry by sending the WCIRB a written Complaint and Request for Action. After you send your Complaint and Request for Action, the WCIRB has 30 days to send you written notice indicating whether or not your written request will be reviewed. If the WCIRB agrees to review your request, it must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If the WCIRB declines to review your request, if you are dissatisfied with the decision upon review, or if the WCIRB fails to grant or reject your request or issue a decision upon review, you may appeal to the insurance commissioner as described in paragraph II.C., below. Written Complaints and Requests for Action should be forwarded to: WCIRB, 525 Market Street, Suite 800, San Francisco, California 94105-2767, Attention: Complaints and Reconsiderations. The WCIRB's telephone number is 1-888-229-2472, and the fax number is 415-371-5204.



POLICYHOLDER NOTICE  
Your Right to Rating and Dividend Information

POLICY NO. 9056669-13  
NR NA

- C. California Department of Insurance - Appeals to the Insurance Commissioner.** If, after you follow the appropriate dispute resolution process described above, we or the WCIRB decline to review your request, if you are dissatisfied with the decision upon review, or if we or the WCIRB fail to grant or reject your request or issue a decision upon review, you may appeal to the insurance commissioner pursuant to CIC Sections 11737, 11752.6, 11753.1 and Title 10, California Code of Regulations, Section 2509.40 et seq. You must file your appeal within 30 days after we or the WCIRB send you the notice rejecting review of your request for reconsideration or the decision upon your request for reconsideration. If no written decision regarding your request is sent, your appeal must be filed within 120 days after you sent your request for reconsideration to us or to the WCIRB. The filing address for all appeals to the insurance commissioner is:

Administrative Hearing Bureau  
California Department of Insurance  
45 Fremont Street, 22nd Floor  
San Francisco, California 94105

You have the right to a hearing before the insurance commissioner, and our action, or the action of the WCIRB, may be affirmed, modified, or reversed.

**III. Resources Available to You in Obtaining Information and Pursuing Disputes**

- A. Policyholder Ombudsman.** Pursuant to California Insurance Code Section 11752.6, a policyholder ombudsman is available at the WCIRB to assist you in obtaining and evaluating the rating, policy, and claims information referenced in I.A. and I.B., above. The ombudsman may advise you on any dispute with us, the WCIRB, or on an appeal to the insurance commissioner pursuant to Section 11737 of the Insurance Code. The address of the policyholder ombudsman is WCIRB, 525 Market Street, Suite 800, San Francisco, California 94105-2767, Attention: Policyholder Ombudsman. The policyholder ombudsman can be reached by telephone at 415-778-7159 and by fax at 415-371-5288.
- B. California Department of Insurance - Information and Assistance.** Information and assistance on policy questions can be obtained from the Department of Insurance Consumer HOTLINE, 1-800-927-HELP (4357) or <http://www.insurance.ca.gov>. For questions and correspondence regarding appeals to the Administrative Hearing Bureau, see the contact information in paragraph II.C.

— This notice does not change the policy to which it is attached.



## AMENDMENT ROUTING FORM

**2013-2014**

### PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1

#### Directions

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

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

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

**Attachment Checklist**

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

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

#### Contractor Information

Contractor Name	Soccer Without Borders	Agency's Contact	Ben Gucciardi		
OUSD Vendor ID #	V057591	Title	Founding Director		
Street Address	PO BOX 3443	City	Oakland	State	CA
Telephone	(415) 912-7139	Email	ben@soccerwithoutborders.org		
		Zip	94609		

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

Original Contract Amount	\$ 5,000.00	Original PO Number	P1405468		
Amended Amount	\$ 39,700.00	New Requisition #	R0410304		
New Total Contract Amount	\$ 44,700.00	Start Date	10/1/2013	End Date	06/30/2014
Pay Rate Per Hour (Required)	60.00	Number of Hours (Required)	745.00		

#### Budget Information

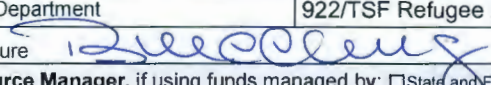
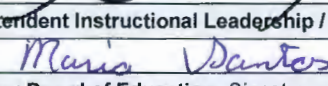
*If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.*

Resource #	Resource Name	Org Key	Object Code	Amount
4216	Ref Trans Fam	9221205202	5825	\$ 34,700.00
4201	Title 3 Immigrant	9221205203	5825	\$ 5,000.00
			5825	\$

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

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

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

	<b>Site Administrator or Manager</b>	Name	Barbara McClung	Phone	5102731533	Fax	5102731501
1.	Site / Department	922/TSF Refugee Program- FSCP					
	Signature				Date Approved	3-21-14	
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships						
	Signature				Date Approved		
	Signature				Date Approved		
3.	<b>Regional or Executive Officer</b>						
	Signature				Date Approved		
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000						
	Signature				Date Approved	4-11-14	
5.	<b>Superintendent or Board of Education</b> Signature on the legal contract						
	<b>Legal</b> Required if not using standard contract	Approved		Denied - Reason		Date	
	<b>Procurement</b>	Date Received		PO Number	P1405468		

