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Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
Ali Metzler, Community School Leadership Coordinator

Board Meeting Date 2/13/2019

Subject Memorandum of Understanding
Contractor: Starfire, LLC
Services For: Community Partnerships, Community Schools and Student Services Dept.

Action Requested and Recommendation Approval by the Board of Education of Memorandum of Understanding between the District and Starfire, LLC, San Carlos, CA, for the latter to provide Starfire Math classes to support students in learning and developing basic math concepts and mastering computation at Chabot elementary school for the period of August 1, 2018 through July 31, 2021 at no cost to the District.

Background
(Why do we need these services? Why have you selected this vendor?) After-school enrichment offerings are needed. Starfire math is designed for students who have a solid command of grade level math concepts, and would enjoy solving fun, interesting, challenging problems, and learning how the world can be understood using mathematics. Participants are encouraged to try new methods, make mistakes and persist to solve challenging problems in collaboration with other students.

The following are the costs to parents or students (if applicable):

\$450 for 11 week session fall 2018

Competitively Bid Was this contract competitively bid? No
If no, exception: No fees to OUSD for services; in kind partnership

Fiscal Impact Funding resource(s): No fiscal impact

Attachments

- Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING, NO COST TO OAKLAND UNIFIED SCHOOL DISTRICT

I. Parties

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between Oakland Unified School District ("OUSD") and Starfire LLC
[CONTRACTOR—name of your organization].

WHEREAS, the CONTRACTOR's services or program described in this MOU will be provided at no cost to OUSD (or students or parents unless otherwise agreed upon by both parties); and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said program(s) selected in Section II of the MOU.

II. Site Name(s)

Unless otherwise further agreed to in writing by the parties, the School Sites governed by this MOU are the following (attach separate document if more space is needed):

Chabot Elementary School

Thornhill Elementary School

Mentelair Elementary School

Millcreek Elementary School

III. CONTRACTOR Responsibilities/Scope of Services

A. Provide a description of the services that your program(s) will be providing to OUSD. Please be specific by answering all of the following questions.

1. A detailed description of the type of services your program(s) will provide to OUSD (reference Exhibit A: Scope of Work)
2. A description of your organization and relevant experience (reference Exhibit B: Statement of Qualifications)
3. Please disclose all costs to parents or students (if applicable). If no such costs, leave blank or write "N/A."

\$450 for 11 week session fall 2018

4. **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 schools district

B. Ensure that all CONTRACTOR personnel, including subcontractors, will comply with any policy and systems in place at OUSD and School(s). This includes, but is not limited to the following:

1. **Drug and Smoke Free**—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 at these School(s).
2. **Anti-Discrimination**—It is the policy of OUSD that in connection with CONTRACTOR's services under this MOU there shall 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, age, or other legally protected class. Therefore, the CONTRACTOR agrees to comply with all applicable Federal and California laws.
3. **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 OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alert OUSD in writing if and when a potential conflict arises.
4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe all District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records. A separate Data Sharing Agreement is required if CONTRACTOR seeks identifiable student information.

C. **Tuberculosis Screening:** CONTRACTOR is required to screen employees and agents who will be present at OUSD sites during the current school year. CONTRACTOR affirms that each person has current proof of negative TB testing on file and TB results are monitored. Please see Section IV for the relevant documentation that is required.

D. **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 MOU. 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 MOU, 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 contact with OUSD pupils in providing services to the District under this MOU. [Please see Section IV for the relevant documentation that is required.]

In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any CONTRACTOR related person, employee, representative or agent from any 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.

E. Insurance

1. **General Liability:** *EITHER* (a) CONTRACTOR maintains general liability insurance that names OUSD as an additional insured, for operations, students, volunteers, and personnel at location where CONTRACTOR provides programs/services with at least \$1 Million in coverage, and furnish certificate of said insurance to OUSD *OR* (b) CONTRACTOR is not required to maintain general liability insurance under this MOU if the Risk Management Officer signs a waiver of insurance. Please see Section IV for the relevant documentation that is required.
2. **Workers' Compensation:** If CONTRACTOR employs any person to perform work in connection with this MOU, 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. The CONTRACTORS' Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Please see Section IV for the relevant documentation that is required.

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.

- F. Communication**—CONTRACTOR agrees to communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the CONTRACTOR'S services are aligned with the School(s) and OUSD's mission and objectives and are adequately meeting student's needs. At the request of School(s) or OUSD staff, CONTRACTOR shall provide reasonable data and information to students participating in the CONTRACTOR's program.
- G. Confidentiality**—CONTRACTOR shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of OUSD. CONTRACTOR will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so

long as there is no information from which the identity of any student in the CONTRACTOR's program as a participant could be made.

- H. **Register With/Update Provider Database**—In order to maintain accurate up-to-date information on the services provided, Contractor shall register in OUSD's provider database, update schools of operation prior to commencing services during subsequent school years, and update during the current school year when Contractor's schools of operation change.

IV. Required Documents

CONTRACTOR CANNOT commence the services agreed to in this MOU until it has submitted the following documents:

A. TB and Fingerprinting Clearance

Contractor (Individual):

- Submit clearance letter from authorized agency verifying individual has been Fingerprinted/Criminal Background Checked for this current fiscal year. Additionally, please provide documentation from health care provider showing negative TB status of individual within the last four years.

Contractor (Agency):

- Attach clearance letter from Agency/Community-Based Organization/Non-Profit Organization on agency letterhead verifying all personnel, including subcontractors, have been Fingerprinted/Criminal Background Checked and have TB clearance for this current fiscal year and signed by authorized personnel.

B. Insurance

Contractor (Individual/Agency):

- Please attach documentation of either proof of insurance, or a waiver signed by the Risk Management Officer. The additional insured address must read: Oakland Unified School District, Attention: Risk Management, 1000 Broadway Suite 440, Oakland, CA 94607. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

V. Responsibilities of Oakland Unified School District

- A. **Space**—Provide a suitable classroom or space at the participating School(s), to be agreed upon by School(s) and the CONTRACTOR.
- B. **Janitorial Service**—Provide necessary services to maintain this space, which may include janitorial services, maintenance, utilities, and technology support.

VI. Duration

This MOU is for the 8/01/2018 -- 7/31/2021 period.
[Insert mm/dd/year] [Insert mm/dd/year]

VII. Termination

Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This MOU may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

VIII. Defense/Indemnity/Hold Harmless

Each party to this MOU agrees to defend, indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.

IX. Jurisdiction

This MOU shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court or the United States District Court for the Northern District of California shall have jurisdiction over any civil action arising out of or relating to this MOU.

X. Notices

Any notice provided for in this MOU shall be in writing and effective upon receipt at the address set forth below in this section, delivered by any of the following means: personal delivery; certified U.S. mail, return receipt requested; or electronic mail. Either party may change the addresses below by giving notice of such change pursuant to this section.

DISTRICT

Contact: Marion McWilliams
Title: General Counsel
Address: Office of the General Counsel
1000 Broadway, Suite 680
Oakland, CA 94607
Phone: 510-879-8535
Fax: 510-879-4046
Email: marion.mcwilliams@ousd.org

CONTRACTOR

Contact: Bob Cerf
Title: President
Address: 1900 S. Norfolk St. Suite 350
San Mateo, CA 94403
Phone: 650-649-9575
E-mail: bob@starfireed.com

OUSD Sponsoring School/Department: Chabot

XI. 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.

XII. 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.sam.gov/>).

XIII. Integration and Modification

This MOU constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This MOU may be amended or modified only in writing, signed by both Parties.

XIV. Assignment

The rights and obligations of the each Party under this MOU shall not be assigned without the express prior written consent of the other Party.

XV. Waiver

No delay or omission by either Party in exercising any right under this MOU shall operate as a waiver of that or any other right provided for in this MOU.

XVI. No Rights in Third Parties

This MOU does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

XVII. Counterparts

This MOU and all amendments and modifications to it may be executed in counterparts, and all counterparts together shall be construed as one document.

XVIII. Intellectual Property

During the term of this MOU, any works created by or inventions of Contractor, his agents or employees, within the scope of the work contracted herein shall belong to the District together with all associated copy rights and patents. Contractor shall not publish any aspect of the work performed hereunder without prior written consent of the District.

XIX. Relationship of Parties

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.

XX. 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.

XXI. Incorporation of Recitals and Exhibits

The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.

XXII. Public Document

This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Coy
Date 2/13/2019
 President, Board of Education Date (mm/dd/year)
 Superintendent
 Chief or Deputy Chief

[Signature]
Date 2/13/2019
Secretary, Board of Education Date (mm/dd/year)

CONTRACTOR

[Signature]
Date 2/23/2018
Contractor Signature Date (mm/dd/year)

Robert Cerf, Founder and President
Print Name, Title

Form approved by OUSD General Counsel for 2017-18
FY

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE

By: *[Signature]*
Amy Brandt, Attorney at Law

OUSD or the District verifies that
the Contractor does not appear on
the Excluded Parties List at
<https://www.sam.gov/>

EXHIBIT "A" SCOPE OF WORK

Description of Services to be Provided and Specific Expected Outcomes: Highlight each program that you provide to OUSD. Attach a separate document if more space is needed.

Students in Starfire Math explore a world of fun, creative mathematics. They solve interesting and challenging, mathematical problems collaboratively in small groups of students (six or fewer) facilitated by passionate highly skilled professionals.

Expected Student Outcomes

Develop a deep understanding of math concepts through solving challenging problems.
Ability to utilize mathematical thinking, creativity, critical thinking, logic and a systematic process to solve problems.
Ability to explain their thinking and to "defend" their methods.
Develop a "growth mindset" and persist to solve challenging problems.
Ability to work collaboratively to solve challenging problems.
Who should take this class?

Starfire Math is designed for students who have a solid command of grade level math concepts, and would enjoy solving fun, interesting, challenging problems, and learning how the world can be understood using mathematics. Students who participate in Starfire Math are encouraged to try new methods, make mistakes and persist to solve challenging problems in collaboration with other students.

Parents looking for a program to support their children in learning and developing basic math concepts and mastering computation will be better served by programs designed for that purpose, or by personalized tutoring offered by Starfire.

Starfire teaching methods and curriculum

Students in Starfire Math learn by exploring and solving, interesting and challenging mathematical problems and logic puzzles, multi-step problems and brain teasers. They learn through problem solving and discovery. Learning through problem solving is both challenging and rewarding, requiring creativity, logic, deep thinking, persistence and perseverance. Read an article about Teaching Math Through Problem Solving.

Starfire classes foster a growth mindset, grit, teamwork, and empathy in a fun, emotionally, intellectually safe and supportive learning environment. Starfire teachers' inspire intellectual and personal growth in their students. The teachers love what they do and their passion is contagious.

Take a look at the math activities that the kids solve collaboratively in Starfire Math. We add many new activities each session.

What are the Starfire Math teachers-coaches qualifications?

Starfire teacher-coaches are highly qualified math, engineering, computer science professionals and teachers with degrees from Stanford University, Harvard, MIT, University of California and other excellent academic institutions. We teach Starfire Math is Fun because we want to share our knowledge and enthusiasm for math with kids.

Small Class Size

The Starfire Math classes are limited to 18 students per classroom, with no more than six students per teacher/coach.

EXHIBIT "B" STATEMENT OF QUALIFICATIONS

Description of Organization and Relevant Experience: For individual consultants, a résumé will suffice. Attach a separate document if more space is needed.

BOB CERF
Founder

Bob has a BA from Cal Berkeley and an MBA. He took many math and science courses at UC Berkeley. Bob entered the education profession in 2004. Prior to that Bob was a senior merchandising executive for Macy and J. Crew and co-managed an Angel Fund.

Students Bob tutored and mentored are graduates of Stanford, Princeton, Colorado College, University of Colorado Boulder Honors Program and many other top schools. Bob was a Division I tennis player (UCLA) and his three sons played lacrosse in college. He walks daily and plays tennis regularly and loves to ski with his family. Bob has a burning passion to create FUN experiential, hands-on, discovery learning opportunities that ignite kids interest in STEAM.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/13/2018

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

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

PRODUCER	JOANNE LINDSEY INSURANCE SERVICES CMIS, INC. 26893 BOUQUET CANYON ROAD, SUITE C197 SANTA CLARITA, CA 91350	CONTACT NAME	
		PHONE (A/C No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: PHILADELPHIA INDEMNITY INSURANCE CO.	18058
		INSURER B: HARTFORD INSURANCE CO	22357
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED	STARFIRE, LLC MR. BOB CERF 1500 HOWARD AVENUE SAN CARLOS, CA 94070
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COVERAGES **CERTIFICATE NUMBER:** 100008 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK1851563	8/30/2018	8/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		PHPK1851563	8/30/2018	8/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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	N/A	57WECGG9742	9/10/17	9/10/18	<input checked="" type="checkbox"/> PER STATUTE <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
A	PROFESSIONAL LIABILITY			PHPK1851563	8/30/2018	8/30/2019	\$1m PER OCC, \$3M AGG
A	ABUSE & MOLESTATION			PHPK1851563	8/30/18	8/30/19	\$1M PER OCC, \$1M AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED.

CANCELLATION NOTICE: 10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT.

CERTIFICATE HOLDER	CANCELLATION
OAKLAND UNIFIED SCHOOL DISTRICT 1000 BROADWAY, SUITE 440 OAKLAND, CA 94607	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 CHANGE DOCUMENT

POLICY NO.: PHPK1851563

Philadelphia Indemnity Insurance Company 25915 Joanne Lindsey Insurance Services

NAMED INSURED Starfire Education, LLC,

MAILING ADDRESS C/O Bob Cerf
1500 Howard Ave
San Carlos, CA 94070-4823

POLICY PERIOD: FROM 08/30/2018 TO 08/30/2019 at
12:01 A.M. Standard Time at your mailing address shown above.

CHANGE EFFECTIVE 08/30/2018 **CHANGE #** 2 **REVISION #** 2

DESCRIPTION

In consideration of the premium reflected, the policy is amended as indicated below:

Added:

Additional Insureds

Las Lomas Elementary School

All Saints Catholic School

Oakland Unified School District

Hillview School Parent Teacher Organization

Woodside Elementary School Woodside School District

Laurel Upper School/ Menlo Park City
School District

Laurel Parent Teacher Organization (The PTO)

San Mateo Foster City School District

Path ID 11977073

Total Annual
Additional/Return Premium \$ 0.00
NO CHANGE

Total Prorate
Additional/Return Premium \$ 0.00
NO CHANGE

COUNTERSIGNED

(Date)

BY

(Authorized Representative)

08/23/2018

Issue Date

Philadelphia Indemnity Insurance Company

Additional Insured Schedule

Policy Number: PHPK1851563

Additional Insured

Las Lomas Elementary School
299 Alameda De Las Pulgas
Atherton, CA 94027-6469

CG2026 - General Liability
re: classes

Additional Insured

All Saints Catholic School
22870 2nd St
Hayward, CA 94541-5217

CG2026 - General Liability
re: classes

Additional Insured

Oakland Unified School District
1000 Broadway Ste 440
Oakland, CA 94607-4033

CG2026 - General Liability
re: classes

Additional Insured

Hillview School Parent Teacher
Organization
1100 Elder Ave
Menlo Park, CA 94025-5503

CG2026 - General Liability
re: classes

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s): Oakland Unified School District</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



August 28, 2018

Dear School Administrator,

Robert Cerf, Founder and President of Starfire LLC hereby verifies that all program personnel entering schools and/or interacting with students are screened for TB and their fingerprints are cleared by CA DOJ/FBI with subsequent arrest notifications.

Representative: Joe Cho ATI: B240CHJ949

Sincerely yours,

Bob Cerf

Bob Cerf

Founder & President

1900 South Norfolk Street, Suite 350, San Mateo, CA 94403

650-649-9575 * info@StarfireEd.com

www.StarfireEd.com * facebook.com/StarfireEducation * twitter.com/StarfireED

From: <mentor-services@beammentor.org>
Date: October 18, 2018 at 2:12:33 PM PDT
To: <joe.cho.joe.cho@gmail.com>
Subject: OUSD Requirements Cleared!
Reply-To: <help@beammentor.org>

Dear School Site Leader:

This letter certifies that Joseph Cho has completed the necessary clearance steps required by Oakland Unified School District for the following activities:

- Chabot Elementary School Background clearance

Please note clearance dates below:

Joseph Cho TB Clearance Date: 9/6/2018 DOJ Clearance Date: 8/28/2018 FBI Clearance Date: 8/28/2018
ATI : B240CHJ949

All school site participants shall act in accordance with district policies, regulations, school rules and directives of the supervising employee or administrator.

We thank Joseph Cho for supporting OUSD students

Sincerely,

Be A Mentor, Inc. 24301 Southland Dr. Ste. 504 Hayward, CA 94545 510-795-6488 Fax: 1-866-498-3620 help@beammentor.org



October 19, 2018

Dear School Administrator,

Robert Cerf, Founder and President of Starfire LLC hereby verifies that all program personnel entering schools and/or interacting with students are screened for TB and their fingerprints are cleared by CA DOJ/FBI with subsequent arrest notifications.

Representative:

Adrian Phillips ATI: G292PHA564 Live Scan Completed 10/19/2018

Sincerely yours,

Bob Cerf

Bob Cerf

Founder & President

1900 South Norfolk Street, Suite 350, San Mateo, CA 94403

650-649-9575 * info@StarfireEd.com

www.StarfireEd.com * facebook.com/StarfireEducation * twitter.com/StarfireED