

Board Office Use: Legislative File Info.	
File ID Number	18-1483
Introduction Date	6/27/18
Enactment Number	18-1225
Enactment Date	6/27/18 er



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Julie McCalmont, Coordinator, Summer Learning

Board Meeting Date June 27, 2018
(To be completed by Procurement)

Subject Memorandum of Understanding - Silicon Valley Education Foundation
(contractor) - 922/Community Schools and Student Services Department
(site/department)

Action Requested Approval of Memorandum of Understanding between Oakland Unified School District and Silicon Valley Education Foundation. Services to be primarily provided to the Community Schools and Student Services for the period of June 19, 2018 through June 30, 2019.

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

Silicon Valley Education Foundation will provide services for the Summer Learning Programs. The Elevate Math program is designed specifically for incoming 6th - 10th grade students whose test scores indicate they are nearly meeting their grade-level standards. The program frontloads supplemental accelerated instruction in math readiness so that students are able to successfully complete their next level math.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding between the District and Silicon Valley Education Foundation, San Jose, CA, for the latter to provide its Elevate Math program to support incoming 6th - 8th grade students whose test scores indicate they are nearly meeting their grade-level standards; program frontloads supplemental accelerated instruction in math readiness so that students are able to successfully complete their next level math at select summer school hubs for the Summer Learning Programs via the Community School and Student Services Department, for the period of June 19, 2018 through June 30, 2019, for a total amount not to exceed \$90,000.00.

Recommendation Approval of Memorandum of Understanding between Oakland Unified School District and Silicon Valley Education Foundation. Services to be primarily provided to the Community Schools and Student Services Department for the period of June 19, 2018 through June 30, 2019.

Fiscal Impact Fiscal Impact: (please spell out): 9006/Oakland Public Education Fund Grant, Bloomberg Grant in the amount of \$90,000.00.

Attachments

- Memorandum of Understanding
- Middle School Addendum: Elevate Math
- Certificate of Insurance



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 18-1483

Department: 922/Community Schools and Student Services Dept.

Vendor Name: Silicon Valley Education Foundation

Contract Term: Start Date: 06/19/2018 End Date: 06/30/2019

Annual Cost: \$ 90,000.00

Approved by: Julie McCalmont

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

In partnership with Oakland Ed Fund, we received the Bloomberg grant to fund a summer math program that prepared students for the rigors of Algebra. Silicon Valley Education Foundation was selected based on its excellent curriculum design and ability to implement a rigorous summer program that focuses solely on math for middle school students.

Summarize the services this Vendor will be providing.

Silicon Valley Education Foudnation will provide services for the Summer Learning programs across 8 sites. The Elevate Math program is designed specifically for 6th -10th grade students, whose test scores indicate they are nearly meeting their grade-level standards. The program frontloads supplemental accelerated instruction in math readiness so that students are able to successfully complete their next level math. Services include curriculum, professional development, marketing, instructional coaching, pre/post assessment survey, data analysis, impact reporting.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

The price is comparable to what a typical district funded summer program would cost. Because the program is grant funded, we are able to increase the total number of students we are serving across the 8 sites.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**



**ONE YEAR MEMORANDUM OF
UNDERSTANDING (2018 - 2019)**

between

**Silicon Valley Education Foundation
And Oakland Unified School District
Elevate [Math] and/or Elevate [Math] Plus Programs**

This Memorandum of Understanding (MOU) serves as a facilitating document establishing agreement between **Silicon Valley Education Foundation (SVEF)**, located at 1400 Parkmoor Ave., Suite 200, San José, CA and Oakland Unified School District (OUSD), located at 1000 Broadway, Suite 680, Oakland, CA, to implement SVEF's Elevate [Math] and/or Elevate [Math] Plus programs.

All of the provisions of this MOU and any attached documents, project proposals, and/or addenda are subject to mutual agreement of the parties, and to review by OUSD's Superintendent, and when necessary, OUSD's governing board.

Term and Termination of MOU: The term of this MOU is from June 19, 2018 to June 30, 2019. Either party may terminate this MOU and any addenda without cause by informing the other party in writing at least ninety (90) days prior to the noticed effective termination date.

Elevate [Math] Program Description:

The Elevate [Math] program is designed for incoming 6th, 7th, 8th, 9th, and/or 10th grade students whose test scores (as measured by SBAC, MDTP, or other objective measures) indicate they are nearly meeting their grade-level standards. The program frontloads supplemental accelerated instruction in math readiness, so that students are able to successfully complete their next level math.

Details of each Elevate [Math] program is set forth in the attached addenda.

Elevate [Math] Program Goals:

1. Serve a minimum of 25% of target math population of students who have scored "nearly meeting standard" on their prior Smarter Balanced Assessment Consortium exam (or similar assessment).
2. Increase the number of students who are placed into college prep courses and who successfully complete their next-level math course.
3. Provide 35+ hours of professional development and coaching to math teachers;
4. Increase study skills, motivation and persistence of the students through quality academic work. Promote positive growth mindset among students.
5. Increase the students' aspirations for and knowledge about college.
6. Sustain support for 7th and 8th grade math students whose districts opt to offer Elevate [Math]

Plus to provide added instructional and tutorial support throughout the school year.

Collaborative Successful Partnership Proposed Roles and Responsibilities:

SVEF and OUSD agree to provide the following resources:

SVEF agrees to:

- Provide the curriculum and professional development for best implementation of the curriculum specifically aligned and designed to meet grade-level CCSS.
- Market the programs to foundations, corporations, businesses and individuals in efforts to obtain partial funding for the program.
- Provide project management staffing to assist as needed with the following: student recruitment, teacher recruitment, organizing meetings, tracking execution of the programs, and handling of financials.
- Organize the pre- and post-assessments and surveys, prepare reports on the program, track overall student achievement gains, and gather student efficacy survey results to share with the District and funders.
- Work with the District to develop school year follow up in order to maintain student achievement gains and motivation for preparing for college.
- Hire and train teaching assistants as needed for the Elevate programs.
- Recruit and train corporate volunteers to enrich the classroom experience and provide hands-on STEM Workshops.
- Assist districts with TB and fingerprinting logistics for teachers, teaching assistants, and volunteers. The district may elect to have SVEF assume the responsibility of fingerprinting and paying teachers and teaching assistants.
- Host site visits to provide donors and/or partners the opportunity to observe an Elevate classroom. Visits may include student and staff photo releases.
- Collect student emergency contact information and provide safety guidelines for the classroom and online environment.

OUSD agrees to:

- Appoint a District representative to serve as the primary liaison to SVEF, with whom program coordination can be managed - including: student recruitment and placement, teacher recruitment, location, and logistics of program set-up. The district representative agrees to respond to requests for information, feedback, and communication in a timely manner.
- The District agrees to use the hardcopy enrollment form created by SVEF and will scan any completed forms to elevate@svef.com. If the District elects to use their own enrollment form, the District will be responsible for manually entering the hardcopy forms into Elevate's online enrollment system. SVEF will not accept scanned forms that do not use the Elevate enrollment template.
- Provide basic classroom facilities as outlined in Addendum I.
- Appoint a District representative to serve as the data liaison to SVEF who will provide required data in a timely manner as outlined in Addendum IV. OUSD shall not provide any other pupil data to SVEF besides that set forth in Addendum IV.
- Assist in recruitment of teachers for their program sites. Teachers may be paid through SVEF contract (simplifying the role of the District) or through traditional District processes. The preference will be outlined in specific Elevate [Math] Addendum.
- Ensure that all teachers participate in the curriculum professional development training and PLCs. Teachers' pay will be deducted for missed PD or PLCs.
- Assist in recruitment of full classes of students (25-35 per class) to participate in the program. Classes that drop below 20 students will be subject to cancellation.
- Support the administration of the MDTP diagnostic test and/or MARS/MAC assessment to Elevate [Math] students.
- Work with SVEF to develop school year follow up in order to maintain student achievement gains and motivation for preparing for college. SVEF collects placement and success data on students from eighth grade through completion of high school.
- Commits to placing students who have successfully completed Elevate [Math] into the appropriate grade-level course for the following school year.
- Identify a representative from the district IT department to support the program's connection to the internet and ensure that computers/devices are provided for each student to use during the program., This includes access to possibly restricted websites such as Youtube.com, Desmos, and Google Classroom.

- Allow SVEF to host site visits by donors and/or partners with the purpose of observing an Elevate class and/or presenting a hands-on STEM Workshop.

General Provisions

- 1. Independent Contractors.** The employees of one party will not be considered employees of the other party within the meaning of any federal, state or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, workers' compensation, labor or taxes of any kind nor within the meaning or application of the other party's employee fringe benefit programs for purposes of vacations, holidays, pension, group life insurance, accidental death and medical benefits. OUSD's employees who perform the obligations of OUSD hereunder shall be under the employment and ultimate control, management and supervision of OUSD. SVEF's employees who perform the obligations of SVEF shall be under the employment and ultimate control, management and supervision of SVEF. Nothing herein shall be construed to imply that OUSD and SVEF are in a joint venture, partnership or principal-agent relationship, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.
- 2. 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.
- 3. Entire Understanding.** This MOU constitutes the entire and sole understanding between the parties with respect to the subject matter hereof and supersedes any prior written agreements and any prior, contemporaneous or subsequent oral understanding, with respect to the subject matter hereof.
- 4. Modification, Amendment or Addenda.** There shall be no modifications, amendments, or addenda of this MOU, except in writing and signed by the duly authorized representatives of both parties.
- 5. Conflict.** In the event of any conflict, ambiguity or inconsistency between this MOU and any other document, which may be annexed hereto, the terms of this MOU shall govern.
- 6. Tuberculosis Screening:** SVEF is required to screen employees who will be working at OUSD sites for more than six hours. SVEF affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
- 7. Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of California Education Code section 45125.1 apply to SVEF's services under this MOU and SVEF certifies its compliance with these provisions as follows: "SVEF certifies that SVEF has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all SVEF 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 SVEF, 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. SVEF further certifies that it has received and reviewed fingerprint results for each of its

Employees and SVEF has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to OUSD under this MOU. In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any SVEF- related persons, employee, representative or agent from an OUSD school site and/or property, SVEF shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

8. Notices.

FOR OUSD:

School/Network leader: Julie McCalmont
Coordinator, Summer Learning Programs
Oakland Unified School District
1000 Broadway, Suite 150
Oakland, CA 94607
Phone: (510) 879-2709
Email: Julie.McCalmont@ousd.org

FOR SVEF:

Deb Negete
Elevate Program Director
Silicon Valley Education Foundation
1400 Parkmoor Avenue, Suite 200
San Jose, CA 95126
Phone: 408.790.9505
Email: deb@sveffoundation.org

9. Non-Discrimination: It is the policy of OUSD that in connection with all work performed under MOUs 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, SVEF 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, SVEF agrees to require like compliance by all its subcontractor(s). SVEF 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.

10. 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 or at these sites.

11. Conflict of Interest: SVEF shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. SVEF shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources. Further, SVEF affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between SVEF's family, business or financial interest and the services provided under this MOU, and in the event of change in

either private interest or services under this MOU, 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. Finally, through its execution of this MOU, SVEF 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 SVEF receives any information subsequent to execution of this MOU which might constitute a violation of said provisions, SVEF agrees it shall notify OUSD in writing.

- 12. Indemnification.** SVEF shall defend, indemnify and hold OUSD and its subsidiaries, affiliates, franchisees, successors, and assigns, and their schools, sites, board, trustee, officers, agents, employees, and representatives, harmless from and against any and all claims, demands, causes of action, liabilities, judgments, losses or expenses (including, without limitation, reasonable attorneys' fees) arising from any act or omission of SVEF hereunder.
- 13. Insurance.** SVEF 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 to this MOU. 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 SVEF. The policy shall protect SVEF 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.
 - 13.1.** If SVEF employs any person to perform work in connection with this MOU, SVEF 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.
- 14. Limitation of OUSD Liability:** Other than as provided in this MOU, OUSD's financial obligations under this MOU shall be limited to the payment of the compensation provided in this MOU. Notwithstanding any other provision of this MOU, 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 MOU for the services performed in connection with this MOU.
- 15. 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 or prevent a similar subsequent act from constituting a violation of the MOU.
- 16. Governing Law/Venue.** This MOU shall be performed in Oakland, California and shall be construed to be made and interpreted under the laws of California, without resort to California's conflict of laws. The Alameda County Superior Court in the State of California shall have jurisdiction over any litigation initiated to enforce or interpret this MOU.

17. **Counterparts:** This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

18. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** SVEF certifies to the best of 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 MOU, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

19. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this MOU until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to SVEF absent formal approval. This MOU shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

Signatures: SVEF and OUSD:

Only the authorized agents or their officers listed below may make changes to this MOU and future addendum provided that both parties mutually agree upon such changes in writing.

Annex by
President, Board of Education 6/28/18

X *[Signature]*, Secretary, Board of Education 6/28/18

Superintendent or Designee Signature
Oakland Unified School District

_____ Date

Deb Negrete
Printed Name

X *DNegrete*

Deb Negrete
Elevate Program Director, Silicon Valley Education Foundation

6/5/18
_____ Date

***Note: Please have data personnel sign the addendum on page 7.**

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

MEMORANDUM OF UNDERSTANDING: **ADDENDA**

Elevate [Math] and/or Elevate [Math] Plus

Addendum I: Facilities Support for the Elevate [Math] and/or [Math] Plus Programs

District provides the location and facilities for the programs.

- Classroom setting for teachers to conduct instruction to students, such that adequate space is allocated for class size of up to 35 students.
- A teacher-preparation and small tutoring space (could be a classroom).
- Access to computers and Internet to support up to 35 students at a time.
- An outdoor space for students to have physical exercise and to mingle during breaks.
- Agrees to provide teachers access to printers and photocopiers, including teachers who do not work in the district during the school year.

The District agrees to provide access to the following classroom equipment:

- Laptops or Chromebooks (one per student)
- Access to YouTube (Growth Mindset and College Information Curricula)
- Calculators (regular 4-function)
- Document Camera or Elmo
- Smart Board (Preferable but not necessary)
- Classroom materials as designated by grade-level curriculum (list to be provided by SVEF prior to program start)

SVEF agrees to provide the following classroom materials:

- Student notebooks (quad-ruled)
- Post-it Chart paper (one per class)
- Printed program materials and permission forms
- Elevate [Math] Banner
- T-shirts and wristbands
- \$200 Target gift card (to purchase extra supplies, snacks, incentives, and in-lieu of pizza party reimbursement)

Addendum II: Guidelines for Teacher Selection, Responsibilities

District may request SVEF contract teachers directly and facilitate payment for service. District may select credentialed teachers appropriate for the program and who support program goals. The teachers should have strong math experience (grades 5-12). Teachers should be prepared to work effectively with the college student teaching assistant in the classroom, if he/she elects to have one in his/her class. Teachers should complete SVEF's pre- and post- evaluation to provide feedback in support of program development. If the district cannot provide internal district teachers, SVEF will work with the district to interview and hire a teacher(s) from outside the district.

Addendum III. SVEF Professional Development

- All teachers participating in the Elevate [Math] and Elevate [Math] Plus programs will be required to participate in:
 - Professional development and

- professional learning communities (except Elevate [Math] Plus)
- Elevate coaching program (except Elevate [Math] Plus)
- Elevate effectiveness studies
- Teachers who miss any of the required trainings will have their pay deducted to reflect the time missed.

Addendum IV. Student Data, MDTP and Tracking of Student Achievement

SVEF and the District have partnered to examine students’ academic trajectories toward college readiness that includes preparation in mathematics. The partnership will assess the progress of students who participate in the Elevate [Math] and/or Elevate [Math]Plus program through diagnostic assessments (MDTP and MARS/MAC assessments), math course placement patterns, and a variety of metrics. The specific exceptions to FERPA that allow SVEF to request and collect student’s data from a district partner are:

1. Studies exception, 34 C.F.R. section 99.31(a)(6): Elevate [Math] uses education data for studies to improve instruction.
2. Audit or evaluation exception, 34 C.F.R. 99.31(a) and 99.35: Elevate [Math] shares aggregated education data with funders.

The timelines for data transfer are as follows:

Elevate [Math] Student Data Timeline:

Elevate [Math] Data Timeline			
<u>District Responsibility</u>			
<u>Task</u>	<u>Date SVEF will request Districts for student data</u>	<u>Date District will send completed student data to SVEF</u>	<u>Student data points requested per student</u>
District sends E[M] target student list based on criteria outlined in Addenda	10/15	11/30	10-digit State ID # (SSID)
			Name of Middle School attending
			7th Grade SBAC Scaled Score
			Parent/Guardian Name
			Parent/Guardian Phone
			Parent/Guardian E-mail
<u>SVEF Responsibility</u>			
SVEF sends Elevate Program Results	7/30	8/30	Elevate Program Attendance Results Elevate Program Assessment Results Elevate Program Survey Results (if available)
<u>District Responsibility</u>			
District sends Current and Former Elevate Students Year End Results	10/1	11/1	Math Course Name
			Math Course final grade
			SBAC Scaled Score
District Sends State IDs for incoming Elevate students	5/20	6/1	State IDs for summer Elevate students
<u>K-12 Unified Districts or 9-12 High School Districts Responsibility</u>			
Districts are to also provide the following student data points for each grade level between grades 9 and 12.			Name of High School attending
			Math course
			2nd semester grade
			11th Grade SBAC Scaled Score

By signing below, I acknowledge that I have read and understand the data exchange timeline and requirements and agree to meet the deadlines as outlined above or communicated by the Elevate Team.

Name of Data Contact: Julie McCalmont Signature: 

Confidentiality

- A. SVEF agrees to preserve the anonymity of all persons and confidentiality of all data collected. SVEF agrees not to release data to any person or organization not involved in program evaluation.
- B. SVEF requests to share non-specific student data with SVEF partner organizations that support program support and analysis: WestEd and Hispanic Foundation of Silicon Valley (HFSV).
- C. No individual shall be identifiable in any reports, publications, or other documents created by SVEF from the use of data provided by the district.
- D. SVEF and its contractors shall maintain the confidentiality of all records in accordance with all applicable Federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality. These include, but are not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended, (5 U.S.C. § 552).

SVEF responsibilities:

SVEF shall:

- A. Use the data collected for evaluation of the programs Elevate [Math] and Elevate [Math] Plus.
- B. Retain data in a place physically secure from access by unauthorized persons. SVEF agrees that any computer on which the data reside will be password protected at all times.
- C. Agree that no individual will be identifiable in any reports, publications, or other documents that are created.
- D. Agree to provide a list of students with California State Identification Number (CSID) and or local student ID numbers for which the data has been requested.


District responsibilities:

The District shall:

- A. Designate a contact person to facilitate communications between the District and SVEF for coordinating the data transfer activities necessary to carry out this MOU.
- B. Collaborate with SVEF, as needed, to facilitate the coordination of the data transfer.
- C. Agree to participate in data sharing for the course of the MOU.



Aimee Eng, President, Board of Education 6/28/18



Kyla Johnson Trammell, Secretary, Board of Education 6/28/18

**Middle School Addendum:
Elevate [Math] 6, 7, and/or 8
Oakland Unified School District**

Program Description

Elevate [Math] 6, 7, and/or 8 are summer intervention programs designed to help rising 6th, 7th, and/or 8th grade students successfully complete their next level math course. The 19-day program provides 75 hours of classroom instruction and 35 hours of Professional Development (with coaching and PLCs) to teachers. Students are taught by a credentialed teacher (preferably from their home district) and receive in-class presentations from corporate volunteers.

Student Selection

Elevate [Math] targets students who achieved a level of "Nearly Meeting Standard" on their previous year's SBAC examination. Participating districts will assist SVEF in the recruitment of students meeting the target student criteria.

SVEF and District Roles and Responsibilities

SVEF's and district responsibilities mirror those outlined in the main body of this MOU.

Cost of Program

In an effort to reach and serve all our partner districts, SVEF requests the following contribution(s) from the school district toward the overall \$16,000 cost for each Elevate [Math] summer class.

This district will host the following # of classes at the following price(s) per class:

of Elevate [Math] 6th grade classes: 3 at \$10,000 /class

of Elevate [Math] 7th grade classes: 4 at \$10,000/class

of Elevate [Math] 8th grade classes: 2 at \$10,000/class

School Sites:

Urban Promise Academy, CCPA, Madison Park Upper, ROOTS, UFSA, Alliance Academy, Elmhurst Prep, Life Academy

Total amount due to SVEF= \$90,000

Payment:

District= \$90,000

Donor= \$ _____ Name of Donor: _____

Grant= \$ _____ Name of Grant: _____

The district will be responsible for paying the teachers **and** fingerprinting.

SVEF will be responsible for paying the teachers **and** fingerprinting.

X *[Signature]*
District Signature

4/8/18
Date

Dib Negrete
Printed Name

X *[Signature]*
Elevate Program Manager Signature

6/5/18
Date

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

By: *[Signature]*
Michael L. Smith, Attorney at Law 6/11/18
CASCOB 6/11/18

Aimee Eng
Aimee Eng, President, Board of Education 6/28/18

[Signature]
Kyla Johnson Trammell, Secretary, Board of Education 6/28/18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/09/2018

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 Bozzuto & Associates Insurance 34 S. Second St Campbell, CA 95008 Daniel Bozzuto	CONTACT NAME: Jennifer Delarocha
	PHONE (A/C, No, Ext): 800-989-8712
INSURED Silicon Valley Education Found 1400 Parkmoor Ste. 200 San Jose, CA 95126	FAX (A/C, No): 408-429-8460
	E-MAIL ADDRESS: jenniferd@dbinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Great American Insurance Compa	NAIC # 16691
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	X		PHPK1814090	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>			PHPK1814090	05/01/2018	05/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/>						EACH OCCURRENCE \$
	OCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Property Section			PHPK1814090	05/01/2018	05/01/2019	BPP/Ded 200000/1000
A	Sexual Mlacoduct			PHPK1814090	05/01/2018	05/01/2019	Each/Agg 500K/1MIL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Oakland Unified School District is named as Additional Insured per attached endorsement. Insurance is primary & non-contributory.

CERTIFICATE HOLDER OAKLUSD Oakland Unified School District Attn: Risk Management 1000 Broadway, Suite 440 Oakland, CA 94607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph b. **Contractual Liability** is amended to include the following:

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE.**

- b. **SECTION III – LIMITS OF INSURANCE, Paragraph 6.** is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS, Paragraph 9.a.,** is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1. **Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. **Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, a. (3) (b)** is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. Exclusions, Paragraph e. Athletic Activities is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. **b.** is deleted in its entirety and replaced by the following:
 1. **b.** Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.**d.** is deleted in its entirety and replaced by the following:
 1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the “clients” premises due to theft or other loss to keys entrusted to you by your “client,” up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees”, “managers”, directors, trustees, authorized representatives or any one to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. “Client” means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. “Employee” means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent “employee” as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) “Employee” does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any “manager,” director or trustee except while performing acts coming within the scope of the usual duties of an “employee.”

c. “Manager” means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1)** This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b)** The construction, erection, or removal of elevators; or
 - (c)** The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1)** The insurance afforded the vendor does not apply to:
 - (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b)** Any express warranty unauthorized by you;
 - (c)** Any physical or chemical change in the product made intentionally by the vendor;
 - (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- i. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2017-2018

Basic Directions

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

1. Contractor and OUSD Administrator reach agreement about scope of work and compensation.
2. Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding.
3. OUSD Administrator verifies contractor does not appear on the Excluded Parties List.
4. OUSD contract originator creates the requisition on IFAS.
5. Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

Agency Information

Agency Name	Silicon Valley Education Foundation		Agency's Contact Person	Deb Negrete	
Street Address	1400 Parkmoor Avenue, Suite 200		Title	Elevate Program Director	
City	San Jose		Telephone	(408) 790-9505	
State	CA	Zip Code	95126	Email	deb@svefoundation.org
OUSD Vendor Number	1007613				
Attachments	<input type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Program Planning Tool and Budget <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (www.sam.gov/portal/public/Sam/)				

Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	June 19, 2018	Date work will end	June 30, 2019	Total Contract Amount	\$ 90,000.00
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Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
9006	Oakland Public Ed Fund	9371173101	5825	\$ 90,000.00	
	Bloomberg Grant	(FY1819)	5825	\$	
			5825	\$	
			5825	\$	

OUSD Contract Originator Information

Name of OUSD Contact	Julie McCalmont	Email	Julie.McCalmont@ousd.org		
Telephone	510-879-2709	Fax	510-879-4605		
Site/Dept. Name	937/Summer Learning Program				

Approval and Routing (in order of approval steps)

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

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator	x		6/8/18
2. Resource Manager			
3. Network Superintendent/Deputy Chief/Exec Dir.			
4. Cabinet (DSASEL, SBO, CFO)			6/11/18
5. Board of Education or Superintendent			
Procurement	Date Received		

SAM Search Results
List of records matching your search for :

Search Term : silicon* valley* education* foundation*
Record Status: Active

ENTITY	Silicon Valley Education Foundation	Status:Active
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DUNS: 019689569	+4:	CAGE Code: 6GUF8	DoDAAC:
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Expiration Date: Jun 21, 2018	Has Active Exclusion?: No	Debt Subject to Offset?: No
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Address: 1400 Parkmoor Ave

City: San Jose

State/Province: CALIFORNIA

ZIP Code: 95126-3797

Country: UNITED STATES
