

Board Office Use: Legislative File Info.	
File ID Number	15-0691
Introduction Date	5/27/15
Enactment Number	150709
Enactment Date	5/27/15 <i>SR</i>



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
 From Antwan Wilson, Superintendent

Board Meeting Date
 (To be completed by Procurement) 5/27/15

Subject Professional Services Contract - East Bay Consortium
 - Fremont High School (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and East Bay Consortium. Services to be primarily provided to Fremont High School for the period of 09/05/2014 through 05/30/2015

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

We need to enhance the support we give our students to ensure they graduate from high school meeting A-G and to encourage them to pursue and accomplish a higher education so they may build a productive and successful future for themselves.

Discussion
One paragraph summary of the scope of work.

More students will graduate High School meeting A-G, they will also be informed about and apply to FAFSA, Dream Act and other scholarships while receiving ongoing support once they are accepted to college or university.

Recommendation Ratification of professional services contract between Oakland Unified School District and East Bay Consortium. Services to be primarily provided to Fremont High School for the period of 09/05/2014 through 05/30/2015.

Fiscal Impact Funding resource name (please spell out) State Compensatory Education not to exceed 12,000.00

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

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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2014-2015

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

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 9/3/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$ 84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$ 84,100, whichever is later. The work shall be completed no later than May 22, 2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Twelve thousand dollars
Dollars (0.00 \$12,000) [per fiscal year], at an hourly billing rate not to exceed \$20.00 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: _____

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except*: _____
which shall not exceed a total cost of _____.

5. **CONTRACTOR Qualifications / Performance of Services:**

CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care: CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: Emiliano Sanchez
Site /Dept.: Fremont High/302
Address: 4610 - Foothill Blvd.
Oakland, CA. 94601
Phone: 510.434.5249
Email: emiliano.sanchez@ousd.k12.ca.us

CONTRACTOR:

Name: Monica Montenegro
Title: Executive Director
Address: 314 - 10th St. C-223
Oakland, CA. 94606
Phone: 510.879.1586
Email: monica.montenegro@eastbayconsortium.org

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

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

9. **Insurance:**

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

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

Check one of the boxes below:

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

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

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

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

OR

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

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

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

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

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
 14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
 15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
 16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
 17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
 18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
 20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
 21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
 22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

Professional Services Contract

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

23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

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

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

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

25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.

26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

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

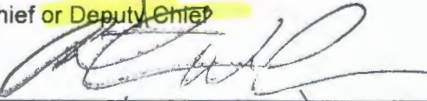
29. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

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

31. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.


OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent
- Chief or Deputy Chief



 Secretary, Board of Education

CONTRACTOR



 Contractor Signature

Monica Montenegro, Executive Director

 Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 15-0691
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 By: OA

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

Support Senior students in establishing graduation and college eligibility
Support Seniors in applying to colleges or universities
Support Seniors in applying for FAFSA, Dream Act and any available scholarships
Support Seniors in transitioning successfully from High School to college/university

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will) and measurable outcomes (Participants will be able to). NOT THE GOALS OF THE SITE OR DEPARTMENT.

1. More students will graduate high school and will graduate meeting A-G.
2. More students will apply to the FAFSA and the Dream Act App.
3. More students will be informed of and apply to scholarships.
4. Students will get support after the are accepted into the colleges and university.

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

- | | |
|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <input type="checkbox"/> Ensure a high quality instructional core | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health | <input type="checkbox"/> Safe, healthy and supportive schools |
| <input type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input checked="" type="checkbox"/> Full service community district |

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

Please select:

- Action Item included in Board Approved CSSSP (no additional documentation required) – Item Number: _____
- Action Item added as modification to Board Approved CSSSP – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the CSSSP modification was approved.
 3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the CSSSP modification was approved.

SAM Search Results
List of records matching your search for :

Search Term : East* Bay* Consortium*
Record Status: Active

No Search Results

EAST BAY CONSORTIUM

College and Career Information Centers (CCIC)



The College Information Centers enhance access to higher education for students attending Oakland schools and trying to get to college. Our mission is to provide information and college advising services related to college admission, financial aid and other topics associated with pursuing a higher education.

One-on-one and workshop style services provided at the Centers include the following:

Meetings with college access representatives; College Advisors; College Representatives.

College Resources Library; Applications for Colleges; Financial and Scholarships Applications; Information on SAT/ACT; Classroom Presentations and Workshops. Assistance with completion of college application, financial aid and scholarship applications.

Materials on Careers; College knowledge Info; Career Exploration; Parent Information; Job Opportunities.

Services at the centers are open to all students at the school sites. Come visit us at:

Life Academy High School

Room: 242
2101 35th Ave.
Oakland

Castlemont High School

Room: The Library
8601 Mac Arthur Blvd
Oakland

MetWest High School

Room: C-206 (2nd floor)
314 E. 10th St.
Oakland

McClymonds High School

Room: College and Career Center
2607 Myrtle St.
Oakland

Fremont High School

Room: College and Career Center
4610 Foothill Blvd.
Oakland

Our services are free of charge.

Sponsored by: East Bay Consortium of Educational Institutions / Cal-SOAP and the CCIC schools.



east bay consortium of educational institutions, inc.

A California Student Opportunity and Access Project (Cal-SOAP)

314 E. 10th Street, Suite C-223, Oakland, CA 94606 P: 510-879-1586 F: 510-451-5923 www.eastbayconsortium.org

February 18, 2015

Emiliano Sanchez
Principal
Fremont High School
4610 Foothill Blvd.
Oakland, CA 94601

Dear Mr. Sanchez,

All East Bay Consortium's employees who work at Fremont High School have cleared fingerprint background checks and have TB clearance.

Please let me know if you have any questions. Thanks.

Best,

Monica Montenegro

Monica Montenegro
Executive Director

MEMBER INSTITUTIONS:

Berkeley High School
California State University, East Bay
Contra Costa College

East Bay Asian Youth Center
Holy Names University
Mills College
Oakland Unified School District

Peralta Community College District
Berkeley City College
College of Alameda
Laney College
Merritt College

St. Elizabeth High School
St. Mary's College of California
University of California, Berkeley
West Contra Costa Unified School District



NONPROFITS' INSURANCE ALLIANCE OF CALIFORNIA
 P.O. Box 8507, Santa Cruz, CA 95061
 P: (800) 359-6422
 F: (831) 459-0853



**NONPROFITS OWN
 COMMERCIAL LINES COMMON POLICY DECLARATIONS**

PRODUCER:

Diablo Valley Insurance Agency, Inc.
 801 Ygnacio Valley Road, Suite 100
 Walnut Creek, CA 94596

POLICY NUMBER: **2014-02648- NPO**

RENEWAL OF NUMBER: **2013-02648- NPO**

NAME OF INSURED AND MAILING ADDRESS:

East Bay Consortium of Educational Institutions
 314 E 10th St. C-223
 Oakland, CA 94606

POLICY PERIOD:

FROM **07/09/2014** TO **07/09/2015**
 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Develop & Improve educational opportunities

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS
 POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.**

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THESE PREMIUMS MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE PART - OCCURRENCE	\$2,037
COMMERCIAL AUTO LIABILITY COVERAGE PART	\$150
COMMERCIAL AUTO PHYSICAL DAMAGE COVERAGE PART	Not Covered
IMPROPER SEXUAL CONDUCT COVERAGE PART	Not Covered
COMMERCIAL LIQUOR LIABILITY COVERAGE PART	INCLUDED
TERRORISM COVERAGE (Certified Acts)	Not Covered
TOTAL:	\$2,187

FORM(S) AND ENDORSEMENT(S) MADE A PART OF THIS POLICY AT TIME OF ISSUE:*

CG 00 01 07 98,	CG 00 33 01 96,	CG 20 10 07 04,	CG 20 11 01 96,	CG 20 12 07 98,	CG 20 18 11 85,	CG 20 20 11 85,
CG 20 21 07 98,	CG 20 26 07 04,	CG 20 34 07 04,	CG 20 37 07 04,	CG 21 01 11 85,	CG 21 16 07 98,	CG 21 73 01 08,
CG 22 44 11 85,	CG 24 07 11 85,	CG 25 04 11 85,	CG 77 94 04 93,	IL 00 17 11 98,	IL 02 70 09 12,	NIAC E-70 07 13,
NIAC-AL-NPO	NIAC-E11 07 92,	NIAC-E12 05 92,	NIAC-E15 02 09,	NIAC-E22 08 95,	NIAC-E25 01 98,	NIAC-E28 01 99,
NIAC-E29 12 09,	NIAC-E3 01 99,	NIAC-E33 01 02,	NIAC-E42 07 06,	NIAC-E5 03 91,	NIAC-E52 07 13,	NIAC-E56 02 12,
NIAC-E59 02 12,	NIAC-E60 07 12,	NIAC-E61 02 13,	NIAC-E7 10 04,	NIAC-E74 03 14,	NIAC-GL-NPO	NIAC-LL-NPO
NIAC-X1 08 02,	NPO-001 04 09,	SCHEDULE BA 01 80,	SCHEDULE G 01 80,	SCHEDULE L 01 80,		

*OMITS APPLICABLE FORMS AND ENDORSEMENTS IF SHOWN IN SPECIFIC COVERAGE PART / COVERAGE FORM DECLARATIONS.

COUNTERSIGNED: 07/02/2014

BY

Panel C. D.

(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

NIAC - CO - NPO

(00644 - DB)



P.O. Box 8507, Santa Cruz, CA 95061
 P: (800) 359-6422
 F: (831) 459-0853



**COMMERCIAL GENERAL LIABILITY
 EXTENSION OF DECLARATIONS**

Schedule G

POLICY NUMBER: 2014-02648-NPO

Page 1

NAME OF INSURED: East Bay Consortium of Educational Institutions

<u>PREMISES CODE/CLASS</u>	<u>*LOC</u>	<u>PREMIUM BASIS</u>	<u>RATE</u>	<u>*ADVANCED PREMIUM</u>
47478/Schools - private - high - NFP	1	160	3.437	\$550
47478/Schools - private - high - NFP	2	25	3.437	\$86
61227/Buildings or Premises - office - NFP	3	400	126.096	\$51
61227/Buildings or Premises - office - NFP	4	200	126.096	\$25
61227/Buildings or Premises - office - NFP	5	400	126.096	\$51
47366/Sales, Service or Consulting Organizations - NOC - includes products and/or completed operations	6	150,000	2.861	\$429
61227/Buildings or Premises - office - NFP	6	3,934	126.096	\$496
61227/Buildings or Premises - office - NFP	7	600	126.096	\$76

ADDITIONAL COVERAGES

Activities/Field Trips:

Event #	# of people	Description	
1	200	East Bay Consortium Scholarship Ceremony	\$50
2	150	Summer Education Program	\$150
3	N/A	College Visits (5)	Incl.

*See Common Declarations for Total Advanced Premium and Schedule 'L' for locations.

COUNTERSIGNED: 07/02/2014

BY _____

Panel C. D.

(AUTHORIZED REPRESENTATIVE)

NIAC - SCHEDULE G - NPO

(00644)



P.O. Box 8507, Santa Cruz, CA 95061
P: (800) 359-6422
F: (831) 459-0853



**COMMERCIAL GENERAL LIABILITY
EXTENSION OF DECLARATIONS**

Schedule G

POLICY NUMBER: 2014-02648-NPO

Page 2

NAME OF INSURED: East Bay Consortium of Educational Institutions

<u>PREMISES CODE/CLASS</u>	<u>*LOC</u>	<u>PREMIUM BASIS</u>	<u>RATE</u>	<u>*ADVANCED PREMIUM</u>
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Increased Aggregate				\$73
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*See Common Declarations for Total Advanced Premium and Schedule 'L' for locations.

COUNTERSIGNED: 07/02/2014

BY

(AUTHORIZED REPRESENTATIVE)

NIAC - SCHEDULE G - NPO

(00644)



P.O. Box 8507, Santa Cruz, CA 95061
P: (800) 359-6422
F: (831) 459-0853



**COMMERCIAL GENERAL LIABILITY
EXTENSION OF DECLARATIONS**

Schedule L
Page 1

POLICY NUMBER: 2014-02648-NPO

NAME OF INSURED: East Bay Consortium of Educational Institutions

<u>PREMISES LOC/BLDG</u>	<u>DESIGNATED PREMISES ADDRESS, CITY, STATE, ZIP</u>	<u>ADDITIONAL INSUREDS AND OTHER INTERESTS</u>
1	12500 Campus Dr. Oakland, CA 94606	
2	8301 McArthur Blvd. Oakland, CA 94606	
3	2101 35th Avenue Oakland, CA 94601	
4	8610 MacArthur Boulevard Oakland, CA 94605	
5	4610 Foothill Boulevard Oakland, CA 94601	
6	314 E. 10th Street, C-223 Oakland, CA 94606	
7	2607 MYRTLE STREET Oakland, CA 94607	

COUNTERSIGNED: 07/02/2014
NIAC - SCHEDULE L - NPO

BY

(AUTHORIZED REPRESENTATIVE)

(00644)



INDEX OF FORMS ATTACHED TO THE POLICY

POLICY NUMBER: 2014-02648 - NPO

NAME OF INSURED: East Bay Consortium of Educational Institutions

Page 1

LIABILITY FORMS AND ENDORSEMENTS

FORM NUMBER/EDITION DATE

Commercial General Liability Coverage Form	CG 00 01 07 98
Liquor Liability Coverage Form	CG 00 33 01 96
Additional Insured - Owners, Lessees or Contractors	CG 20 10 07 04
Additional Insured - Managers or Lessors of Premises	CG 20 11 01 96
Additional Insured - State or Political Subdivisions - Permits	CG 20 12 07 98
Additional Insured - Mortgagee, Assignee or Receiver	CG 20 18 11 85
Additional Insured - Charitable Institutions	CG 20 20 11 85
Additional Insured - Volunteers	CG 20 21 07 98
Additional Insured - Designated Person or Organization	CG 20 26 07 04
Additional Insured - Lessor of Leased Equipment - Automatic Status - Lease	CG 20 34 07 04
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 07 04
Exclusion - Athletic or Sports Participants	CG 21 01 11 85
Designated Professional Services Exclusion	CG 21 16 07 98
Exclusion of Certified Acts of Terrorism	CG 21 73 01 08
Health or Cosmetic Services Exclusion	CG 22 44 11 85
Products/Completed Operations Hazard Redefined	CG 24 07 11 85
Amendment - Aggregate Limits of Insurance (Per Location)	CG 25 04 11 85
Liability Arising Out of Lead Exclusion	CG 77 94 04 93
Common Policy Conditions	IL 00 17 11 98
California Changes - Cancellation and Nonrenewal	IL 02 70 09 12
Fundraiser Endorsement	NIAC E-70 07 13
Business Auto Coverage Part Declarations	NIAC-AL-NPO
Fireworks Exclusion	NIAC-E11 07 92
Nuclear Energy Liability Exclusion Endorsement	NIAC-E12 05 92
Blood Testing Exclusion	NIAC-E15 02 09
Asbestos Exclusion	NIAC-E22 08 95
Additional Insured - Designated Person or Organization	NIAC-E25 01 98
Property Damage to Personal Property in the Care, Custody or Control of the Insured	NIAC-E28 01 99
Employee Personal Auto Reimbursement	NIAC-E29 12 09
Member Criteria	NIAC-E3 01 99
Mold, Fungus Exclusion	NIAC-E33 01 02
Nuclear, Chemical and Biological Hazard Exclusion	NIAC-E42 07 06
Trampoline and Rebounding Equipment Exclusion	NIAC-E5 03 91
Privacy Liability and Cyber Coverage	NIAC-E52 07 13
Liberalization - GL, SSP, EBL	NIAC-E56 02 12
Liberalization - LL	NIAC-E59 02 12
Volunteer Medical Payments	NIAC-E60 07 12
Additional Insured - Primary and Non-Contributory Endorsement for Public Entities	NIAC-E61 02 13
Exclusion of Coverage for Claims By and Related to Past and Present Employees	NIAC-E7 10 04
Mental Anguish Endorsement	NIAC-E74 03 14
Commercial General Liability Coverage Part Declarations	NIAC-GL-NPO
Commercial Liquor Liability Coverage Part Declarations	NIAC-LL-NPO

This list of forms is not part of the actual policy, but is for your information only. Please refer to the policy(s) for actual limits, coverages and exclusions.



INDEX OF FORMS ATTACHED TO THE POLICY

POLICY NUMBER: 2014-02648 - NPO

NAME OF INSURED: East Bay Consortium of Educational Institutions

Page 2

LIABILITY FORMS AND ENDORSEMENTS

FORM NUMBER/EDITION DATE

Improper Sexual Conduct Exclusion
Nonprofits' OWN Enhancement Endorsement
Business Auto Coverage Schedule
Commercial General Liability Class Code Schedule
Commercial General Liability Location Schedule

NIAC-X1 08 02
NPO-001 04 09
SCHEDULE BA 01 80
SCHEDULE G 01 80
SCHEDULE L 01 80

This list of forms is not part of the actual policy, but is for your information only.
Please refer to the policy(s) for actual limits, coverages and exclusions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ATHLETIC OR SPORTS PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Description of Operations:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any operations shown in the Schedule, this insurance does not apply to "bodily injury" to any person while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.



INDEX OF FORMS ATTACHED TO THE POLICY

POLICY NUMBER: 2014-02648- NPO

NAME OF INSURED: East Bay Consortium of Educational Institutions

Page 1

AUTO FORMS AND ENDORSEMENTS

FORM NUMBER/EDITION DATE

Business Auto Coverage Form	CA 00 01 10 13
Changes in Business Auto and Truckers Coverage Forms - Insured Contract	CA 00 29 12 88
California Changes	CA 01 43 05 07
Employee Hired Autos	CA 20 54 10 13
Fellow Employee Coverage	CA 20 55 10 13
Exclusion of Terrorism - Auto	CA 23 84 10 13
Exclusion of Terrorism - Auto - Involving Nuclear, Biological or Chemical Terrorism	CA 23 85 10 13
Employees as Insureds	CA 99 33 10 13
Social Service Agencies - Volunteers as Insureds	CA 99 34 10 13

This list of forms is not part of the actual policy, but is for your information only.
Please refer to the policy(s) for actual limits, coverages and exclusions.

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015



Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

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

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

Attachment Checklist	<input type="checkbox"/> For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
	<input type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/)
	<input type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

OUSD Staff Contact Emails about this contract should be sent to: (required) Emiliano.Sanchez@ousd.k12.ca.us **FEB 13**

Contractor Information

Contractor Name	East Bay Consortium	Agency's Contact	Monica Montenegro		
OUSD Vendor ID #	1001650	Title	Executive Director		
Street Address	314 - 10th St. C-223	City	Oakland	State	CA Zip 94606
Telephone	510.879.1586	Email (required)	monica.montenegro@eastbayconsortium.org		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	09/05/2014	Date work will end	5/30/2015	Other Expenses	
Pay Rate Per Hour (required)	\$20.00	Number of Hours (required)	600		

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
0790	UnRes. - SCE	30217901o1	5825	\$12000
			5825	
			5825	

Requisition No. (required) R0153033 Total Contract Amount \$ 0.00 \$12,000

Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	Emiliano Sanchez	Phone	510.434.5257
	Site/Department (Name & #)	Fremont High School/302		Fax	510.434.4253
	Signature			Date Approved	
2.	Resource Manager , if using funds managed by:	<input type="checkbox"/> State and Federal <input checked="" type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships <input type="checkbox"/> Risk			
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)				
	Signature			Date Approved	
3.	Network Superintendent/Deputy Network Superintendent				
	Signature			Date Approved	4.2.15
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$84,100				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature			Date Approved	
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved		Denied - Reason	
Procurement	Date Received			PO Number	P1508404