

Board Office Use: Legislative File Info.	
File ID Number:	14-1073
Introduction Date:	06/25/2014
Enactment Number:	
Enactment Date:	



Memo

To: Board of Education

From: GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent

Board Meeting Date: 06/25/2014

Subject: Professional Service Contract

Contractor: Critical Juncture, LLC of Mill Valley, CA

Services for: 922-COMPLEMENTARY LEARNING

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Critical Juncture, LLC, Mill Valley, CA, for the latter to provide: Contractor will build a database that will store normalized CHKS 2013-2014 student data and will get connected to a front-end web interface that allows the data to be visualized in charts and graphs. This will include crosswalking questions and creating a master key: and creation of a web interface to visualize the data. The database will be built in such a way that we will be able to add subsequent or prior years worth of data for the period of 03/18/2014 through 06/30/2014 in an amount not to exceed \$25,000.00.

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

Oakland Unified School District (OUSD) has historically administered the California Healthy Kids Survey (CHKS), the state's most comprehensive survey of protective factors and resiliency, annually to OUSD students, parents, and staff. The survey, which contains over 100 survey items for elementary, middle and high school stakeholders ranging from school climate to health behavior questions, is instrumental in assessing how well OUSD is carrying out its five-year strategic plan. In order to better utilize available CHKS data, we will work with Critical Juncture to build a database optimized for an interactive, visual reporting tool for use by OUSD Departments, school sites, community partners and other stakeholders.

Discussion:
(QUANTIFY what is being purchased.)

Contractor will build a database that will store normalized CHKS 2013-2014 student data and will get connected to a front-end web interface that allows the data to be visualized in charts and graphs. This will include crosswalking questions and creating a master key: and creation of a web interface to visualize the data. The database will be built in such a way that we will be able to add subsequent or prior years worth of data

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Fiscal Impact: Funding resources below not to exceed \$25,000.00

\$10,000.00 TARGETED INSTR IMPROVEMNT TIIG

\$15,000.00 General Purpose-Unrestricted

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

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between Critical Juncture, LLC
(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 03/18/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100.00, whichever is later. The work shall be completed no later than 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed twenty five thousand dollars Dollars (\$25,000.00) [per fiscal year], at an hourly billing rate not to exceed _____ per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: No Reimbursements.

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

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

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE, which shall not exceed a total cost of \$0.00.
- 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: JOANNA LOCKE
Site /Dept.: 922-COMPLEMENTARY LEARNING
Address: 746 Grand Avenue
Oakland, CA 94610
Phone: 510-273-1523

CONTRACTOR:

Name: Bob Burbach
Title: Managing Member
Address: 1005 Marin Dr
Mill Valley, CA 94941
Phone: 7342231493

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

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

9. **Insurance:**

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

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

Check one of the boxes below:

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

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

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

OR

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

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

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

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

Professional Services Contract

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

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

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

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

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (https://www.epls.gov/eplis/search.do)
- 25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 28. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

MARIA SANTOS 04/30/2014
[] President, Board of Education Date
[X] Superintendent or Designee

Secretary, Board of Education Date

CONTRACTOR

Bob Burbach 05/19/2014
Contractor eSignature Date

Bob Burbach, Managing Member
Print Name, Title

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.

The outcome will be a database for 2013-2014 CHKS student data and a public-facing website with drop down options to populate graphs from the data. Through this database we will be able to better track changes in health behaviors and perceptions of students, families and staff.

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 checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" 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 type="checkbox"/> Full service community district |

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

Please select:

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

– Item Number(s): Not Applicable
No Restricted Funds

Action Item added as modification to Board Approved CSSSP – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of CSSSP with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.

ContractsOnline: Contract Waiver Summary

Site Number-Name: 922-COMPLEMENTARY LEARNING

Principal / Department Head: JOANNA LOCKE

Contractor Name: Bob Burbach

Business Name: Critical Juncture, LLC

Contract Type: Standard

Anticipated Start Date: 03/18/2014

Contract End Date: 06/30/2014

Rate Type: FLAT

Contract Amount: \$25,000.00

Applicable Waivers

Approved by Risk Management

Insurance-Reduction Waiver Status: NA

Waiver-Reduction Type: \$1,000,000 Required

Other Reduction Amount: NA

Approval Date:

Approved by Deputy Superintendent

Billing Waiver Status: Approved

Approval Date: 04/22/2014

Fingerprint Waiver Status: Approved

Approval Date: 04/23/2014

TB Test Waiver Status: Approved

Approval Date: 04/23/2014

Critical Juncture, LLC

Statement of Qualifications

Business:

Critical Juncture, LLC was formed in 2010 to provide modern web development and system architecture for government, healthcare and education. Critical Juncture is focused on enabling real change through software; that is we place a higher value on the change that software can create than on the creation of the software itself. We do this by focusing identifying when and where to apply effort for the largest impact as we distill massive datasets into understandable and actionable information.

We do this by focusing on user experience in order to build tools that are intuitive yet powerful. We invest considerable time and effort to understand the problem domain in order to ensure that the application meets actual needs in the process forming long-term partnerships with partners who demand more than the status quo.

As a company we harness the power of small teams to ensure quality and responsiveness. Through the utilization of open source technology we reduce costs and ensure long-term viability of the software we create. We deliver working software quickly, gathering feedback and iteratively improving the software on a continual basis.

Software Highlights:

- California Maternal Data Center
 - Website: <https://demo.datacenter.cmqcc.org/>
 - Video: <http://www.youtube.com/watch?v=k4E0scrKJqk>
- Federal Register 2.0
 - Website: <https://www.federalregister.gov>
 - Video: <http://www.youtube.com/watch?v=U5k50B5KXmc>

Clients:

- National Archives & Records Administration, Office of the Federal Register / Government Printing Office
- Centers for Disease Control & Prevention / California Maternal Quality Care Collaborative (Stanford University School of Medicine)

- California HealthCare Foundation / California Maternal Quality Care Collaborative (Stanford University School of Medicine)
- Integrated Healthcare Association / California Maternal Quality Care Collaborative (Stanford University School of Medicine)
- California Hospital Association / California Maternal Quality Care Collaborative (Stanford University School of Medicine)
- Association of Women's Health, Obstetric and Neonatal Nurses / Merck for Mothers
- UC San Diego / First 5 of San Diego / Regional Perinatal System
- California Perinatal Quality Care Collaborative (Stanford University School of Medicine)
- Siempre Unidos / Siempre Sol

Awards:

- 2013 Open Source for America Award for Outstanding Open Source project from Open Source for America for our work using open source on the Federal Register 2.0 project.
- Bright Idea Award from The [Ash Center for Democratic Governance and Innovation](#) at the [John F. Kennedy School of Government, Harvard University](#) for FederalRegister.gov.
- Walter Gellhorn Innovation Award from Administrative Conference of the United States (ACUS) for developing FederalRegister.gov.
- Apps for Innovation, Grand Prize from the Consumer Electronics Association for Govpulse.us.
- Apps for America 2, Runner Up for Govpulse.us.

Founder Biographies:

Bob Burbach is a software developer and new media designer specializing in modern web technologies including Ruby on Rails and JavaScript. He is passionate about beautiful, intuitive interfaces coupled with solid application design and scalable server architecture - all with the goal providing the best user experience possible.

He also has a passion for open data and transparency with a desire to see technology used to improve the way we live and how the institutions around us function. Whether it's wrangling large datasets into usable interfaces, providing data collection and analytics tools for educators, or experimenting with new technologies Bob is often found trying to expand the boundaries of what our public institutions believe is possible and affordable.

Prior to becoming a founder of Critical Juncture, Bob ran a design consultancy and was a Web Applications Developer for the University of Michigan Medical School where he developed next generation tools for conveying risk information to patients and families. He received a BA in mass media communication from the University of Michigan and has completed coursework in new media design.

Andrew Carpenter is a software developer and designer, focusing on building data manipulation and analysis tools that allow content-area experts to leverage existing datasets for immediate wins.

Andrew is passionate about turning data into actionable information, in areas ranging from open government to healthcare to education. Recent projects include work linking birth certificate data to hospital records, empowering physicians and hospitals to better understand where they can improve the quality of their care; this tool is in use in half the hospitals in California, and this summer will launch across Washington State.

Immediately prior to co-founding Critical Juncture, Andrew was a Technology Lead at WestEd, where he led the Open Source group; in five years, he and his team developed, launched and maintained over 30 applications that provided professional development to teachers, ensured compliance, and increased

organizational efficiency. He received a BA in Political Science at Swarthmore College, earning High Honors. Intending to become to a high school teacher, Andrew completed all the necessary coursework for teaching credentials.

Andrew Carpenter and Bob Burbach were both named *Champions of Change for Open Data* by President Obama in June 2011.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/28/2014

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 Express Service Insurance Agency, Inc. 2085 Van Ness Avenue San Francisco, CA 94109 License #: 0G83954	CONTACT NAME: Lori Keskitalo
	PHONE (A/C, No, Ext): (415)440-5136 FAX (A/C, No): (415)440-5139
	E-MAIL ADDRESS: lori@insurance415.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Travelers Insurance Co. NAIC # 19046
INSURED Critical Juncture LLC Andrew Carpenter 1005 Marin Drive Mill Valley, CA 94941	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 00002286-53251 REVISION NUMBER: 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y		6804B414798	02/27/2014	02/27/2015	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY			6804B414798	02/27/2014	02/27/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate Holder is an Additional Insured for General Liability coverage with respect to the Named Insured's business operations.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District ATTN: Risk Management 900 High Street Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  3/28/14 (LAK)

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EMPLOYERS COMPENSATION INS CO
A Stock Company

**WORKERS' COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY**

Policy Number	Policy Period	To
EIG 2089091 00	04/01/2014	04/01/2015
	12:01 A.M. Standard Time at the described location	

POLICY DECLARATION Transaction

INFORMATION PAGE	Prior Policy Number
CARRIER NAME EMPLOYERS COMPENSATION INS CO	NEW
NCCI Carrier # 41394 WCIRB CARRIER# 00441	

Named Insured and Address	Agent Address
CRITICAL JUNCTURE LLC CRITICAL JUNCTURE 1005 MARIN DRIVE MILL VALLEY CA 94941	EXPRESS SERVICE INS AGENCY INC 2085 VAN NESS AVE SAN FRANCISCO, CA 94109
	Telephone: 415-440-5136 7315400

Other Workplaces Not Shown Above: See Schedule
Extended Named Insured: See Schedule

FEIN # 222269895
Legal Entity: LIM LIABILITY CO
Bureau/Risk ID:
Unemployment Id Number:

ITEM 2. POLICY PERIOD is from 12:01 A.M., 04/01/2014 to 12:01 A.M., 04/01/2015 Standard Time at the insured's mailing address.

ITEM 3. COVERAGE

- A. Workers' Compensation Insurance:** Part One of the policy applies to the Workers' Compensation Law of the states listed here: CA
- B. Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$ 1,000,000	Each Accident
Bodily Injury by Disease	\$ 1,000,000	Policy Limit
Bodily Injury by Disease	\$ 1,000,000	Each Employee
- C. Other States Insurance:** Part Three of the policy applies to the states, if any, listed here:
All states EXCEPT monopolistic states
- D. This policy includes these endorsements and schedules:** See Endorsement Schedule.

ITEM 4. PREMIUM

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit. See Extension of Information Page.

C L A S S I F I C A T I O N S

SEE SCHEDULE OF CLASSIFICATIONS ON FOLLOWING PAGE(S)

<u>Minimum Premium</u>	<u>Deposit Premium</u>	<u>Total Estimated Annual Premium</u>	<u>Interim Adjustment of Premium</u>
\$750	\$833.00	\$833	Annual

Servicing Office

EMPLOYERS COMPENSATION INS CO
500 NORTH BRAND BLVD., SUITE 700
GLENDALE, CA 91302-3916

Authorized Representative: 

Countersigned by: _____

Group Code:

Date: 03/31/2014