Board Office Use: Legislative File Info.		
File ID Number:	13-2776	
Introduction Date:	1/15/2014	
Enactment Number:		
Enactment Date:		



Memo

To: Board of Education

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

Board Meeting Date: 01/15/2014

Subject: Professional Service Contract

Contractor: Center for Transformative Teacher Training of San Francisco, CA

Services for: 224-ALLIANCE

Board Action Requested and Recommendation:

Ratification by the Board of Education of a Professional Services Contract between the District and Center for Transformative Teacher Training, San Francisco, CA, for the latter to provide: A CTTT Associate begins the culture planning process by consulting with school leaders to develop a draft of their school-wide culture plan. This consultation can occur in a one-day meeting or via two or three phone calls spaced over a month.

When the draft of the culture plan is completed, the CTTT Associate leads a two-day workshop to guide school leaders (including administrators and teachers) through evaluating, revising, and refining the draft. Culture plans often address:

- resources and expectations for communications with staff and students' families
- discipline hierarchies and procedures
- reward systems

Background:

(A one paragraph explanation of why the consultant's services are needed.) Alliance Academy is working to develop a student and staff culture that is acadmically focused, respectful, and supportive of strong relationships between all stakeholders. CTTT provides the training and ongoing prfessional development we need to make this important cultural shift. Through our work with CTTT, we will increase student in-class learning time, reduce office referrals and student suspensions, and increase school and parent communication and partnership.

Discussion:

(QUANTIFY what is being purchased.)

A CTTT Associate begins the culture planning process by consulting with school leaders to develop a draft of their school-wide culture plan. This consultation can occur in a one-day meeting or via two or three phone calls spaced over a month.

When the draft of the culture plan is completed, the CTTT Associate leads a two-day workshop to guide school leaders (including administrators and teachers) through evaluating, revising, and refining the draft. Culture plans often address:

- resources and expectations for communications with staff and students' families
- discipline hierarchies and procedures
- reward systems
- · operating procedures
- schedules
- other priorities identified by school leaders and the CTTT Associate

An effective culture plan will identify aspects of the current school culture that are working. It will also address the misunderstandings and misgivings that may be present in school communities.

NO-NONSENSE NURTURER® PROGRAM - Online Learning

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Fiscal Impact: Funding resources below not to exceed \$62,950.00

\$0.00 School Improvement Grant SIG

\$62,950.00 School Improvement Grant SIG

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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below:

eRev. 3/11/13



	PROFESSIONAL SERVICES CONTRACT 2013-2014
Thi	s Agreement is entered into between Center for Transformative Teacher Training
(Cothe spe	ONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons ecially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and experienced and experienced and experienced. The parties agree as follows:
1.	Services : CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
2.	Terms : CONTRACTOR shall commence work on07/01/2013, or the day immediately following approval by the Superintendent
	if the aggregate amount CONTRACTOR has contracted with the District is below \$\frac{\$83,400.00}{}\$ in the current fiscal year; or, approval
	by the Board of Education if the total contract(s) exceed, whichever is later. The work shall be completed no later than
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed
	Dollars (\$62,950.00) [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.
4.	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.
6.	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

Professional Services Contract

OUSD Rep	presentative:	CONTRA	ACTOR:
Name:	CHARLES WILSON	Name: _	Michael Prada
Site /Dept.	. 224-ALLIANCE	Title:	Officer (Business)
Address:	1800 98th Avenu	Address:	1559 Sloat Blvd., Suite 326
	Oakland, CA 94603		San Francisco, CA 94132
Phone: _	510/639-2893	Phone: _	800-561-3073

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.

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

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

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

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Professional Services Contract

OAKLAND UNIFIED SCHOOL DISTRICT

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

- 23. **Conflict of Interest**: CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.
 - CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
 - Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (https://www.epls.gov/epls/search.do)
- 25. **Litigation**: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 26. **Incorporation of Recitals and Exhibits**: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. **Integration/Entire Agreement of Parties**: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 28. **Counterparts**: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. **Signature Authority**: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

CONTRACTOR

GARY YEE	10/28/2013	Michael Prada	11/11/2013
President, Board of Education Superintendent or Designee	Date	Contractor eSignature	Date
		Michael Prada, Office	r (Business)
Secretary, Board of Education	Date	Print Name. Title	

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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 <u>WITHOUT</u> 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.

This work with the Center for Transformative Teacher Training (CTTT) will help Alliance increase student attendance and reduce rates of office referrals and suspensions by helping the school staff and administration to create a more focused academic environment where student behavior is addressed in an efficient, caring, and supportive way. Student attendance will improve, with more students attending school more than 95% of the time, because students will feel more supported by the caring relationships they have with the adults at school as a result of this work with CTTT. Office referrals and suspensions will decrease because teachers will have developed the skills needed to address student behavior in classes and build lines of open communication with students' families.

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2.	of the atternal of the atterna	he service(s): 1) How many more Oakland children are graduate anding school 95% or more? 3) How many more students have kland children have access to, and use, the health services to) and measurable outcomes (Participants will be able to). Note Center for Transformative Teacher Training (CTTT) will apprehensive Culture Plan to support teachers and staff in	work with Principal Wilson to develop and implement a elevating their expectations for student achievement and	
engagement and increasing their ability to deliver on these expectations. CTTT will provide 50 licenses to the No-Nonsense Nurturer (NNN) Online Course, aresearch-validated approach to classroom management and c for 50 staff. The NNN approach strategies will be implemented through the use of Real Time Teacher Coachin CTTT Associate will conduct a half day workshop for the school-based coaches to prepare for teacher coachin CTTT Associate will then deliver 14 days of direct coaching with coaches.				
3.	Ali	gnment with District Strategic Plan: Indicate the goals ar	nd visions supported by the services of this contract:	
		eck all that apply.)		
		Ensure a high quality instructional core Develop social, emotional and physical health	 ☐ Prepare students for success in college and careers ☑ Safe, healthy and supportive schools 	
			Calc, ficality and supportive schools	
	X	Create equitable opportunities for learning	Accountable for quality	
		Create equitable opportunities for learning High quality and effective instruction	Accountable for qualityFull service community district	
4.	× Ali	High quality and effective instruction gnment with Community School Strategic Site Plan –	▼ Full service community district	
4.	Alig Plea	High quality and effective instruction gnment with Community School Strategic Site Plan – ase select:	➤ Full service community district CSSSP (required if using State or Federal Funds):	
4.	× Ali	High quality and effective instruction gnment with Community School Strategic Site Plan – ase select: Action Item included in Board Approved CSSSP: (no additional series of the series)	➤ Full service community district CSSSP (required if using State or Federal Funds):	
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4.	Alig Plea	High quality and effective instruction gnment with Community School Strategic Site Plan – ase select: Action Item included in Board Approved CSSSP: (no additional litem Number(s): 224SQI2A5275 Action Item added as modification to Board Approved Manager either electronically via email of scanned documents, 1. Relevant page of CSSSP with action item highlighted. Page date, school site name, both principal and school site cour Meeting announcement for meeting in which the CSSSP modification was Minutes for meeting in which the CSSSP modification was	CSSSP (required if using State or Federal Funds): onal documentation required) CSSSP – Submit the following documents to the Resource fax or drop off. ge must include header with the word "Modified", modification notil chair initials and date. modification was approved. exapproved indicating approval of the modification.	
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ContractsOnline: Contract Waiver Summary

Site Number-Name: 224-ALLIANCE

Principal / Department Head: CHARLES WILSON

Contractor Name: Michael Prada

Business Name: Center for Transformative Teacher Trainir

Contract Type: Standard

Anticipated Start Date: 07/01/2013 Contract End Date: 06/30/2014

Rate Type: FLAT Contract Amount: \$62,950.00

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: 10/21/2013

Fingerprint Waiver Status: Approved Approval Date: 10/21/2013

TB Test Waiver Status: Approved Approval Date: 10/21/2013



EXPERIENCE

CTTT has significant experience successfully delivering the proposed services in districts throughout the United States. Client references include, but are not limited, to:

Client	Reference and Position	Phone/Email	Services provided:	Timeframe
Teach for America	Tiffany Pett, Managing Director of Design	662.428.2048 Tiffany.Pett@teachforamerica.org	No-Nonsense Nurturer Classroom Culture Program; Training of region-based Real Time Teacher Coaches	March 2009- Present
Memphis City Schools	Monica Jordan, Director of Teacher Talent and Effectiveness	901.827.9743 JordanMonicaW@mcsk12.net	School-wide Culture Plans; No-Nonsense Nurturer in- person and online training; Training of site-based and district-based Real Time Teacher Coaches	March 2010- Present
Denver Public Schools	Mario Giardiello, Director of Teacher Effectiveness Coaches	303.981.4493 Mario Giardiello@dpsk12.org	No-Nonsense Nurturer Online Course and in- person training; Training of district-based Real Time Teacher Coaches	July 2009- Present
Roosevelt School District	Deborah Moncayo, Director of Staff Development	602.304.3101 debora.moncayo@rsd.k12.az.us	No-Nonsense Nurturer Classroom Culture Program and training of district- and site-based Real Time Teacher Coaches	March 2011- Present
Beecher Community School District	Diana Castle, Director of State and Federal Funding	810.691.0479 dcastle@beecherschools.org	No-Nonsense Nurturer Online Course and inperson training; Training of district-based Real Time Teacher Coaches	August 2012- Present

Research-based program

The following is a summary of independent research conducted on the No-Nonsense Nurturer and Real Time Teacher Coaching Model. Please see the entire research white paper and tables at the end of this proposal.



Evaluation of the Real Time Coaching Model on Elementary, Middle and High School Student On- and off-task

Behavior

(Summary of White Paper)

Investigation of the No-Nonsense Nurturer (NNN) Program and Real Time Teacher Coaching

An investigation was conducted to determine the effectiveness of the No-Nonsense Nurturer Classroom Management/Culture Program in conjunction with Real Time Teacher Coaching in 25 classrooms, spanning grades 3-12, in an urban school; the sample school serves 1400 students, with demographics reported as 99% African American and 1% other ethnicities; 83% of the students qualified for free/reduced lunch. The investigation focused on student on- and off-task behaviors, teachers' understanding of the NNN Program, and their implementation of the first three steps (Explicit Directions, Behavioral Narration, and Corrective Action) of the NNN Program.

Experimental Design and Measures

Using a pre/post baseline design or A-B design (Kazdin, 1982), student on- and off-task behaviors were videotaped during various 10 minute sessions. This design was selected to compare student on- and off-task behaviors before and after the implementation of the Real Time Teacher Coaching Model. In the baseline phase, the teacher participants had not received any information or training on the No-Nonsense Nurturer Program or the Real Time Teacher Coaching Model. After the No-Nonsense Nurturer Training teacher were videotaped and after Real Time Teacher Coaching the teacher participants were videotaped a final time.

Student on- and off-task behavior.

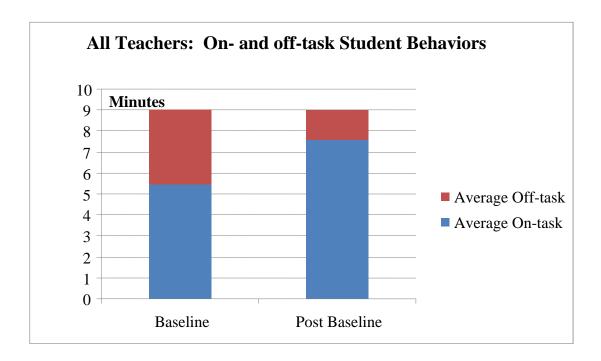
For the purposes of this inquiry, student on-task behavior was operationally defined as any "student behaviors made directly in response to an academic task, command or prompt, which reflect active academic engagement, or academic responses that or written, oral or visual or motor" (Greenwood et al, 1997). All other behaviors in the classroom were considered off-task.

A continuous timed event sampling procedure (Yoder & Symons, 2011) was used to determine the percentage of on- and off-task behavior. During each data collection session, the investigator randomly selected three students to represent the overall on- or off-task behaviors. During the data collection session, an on- or off-task behavior had to occur for at least 10 seconds in order to be recorded. All recorded behaviors were coded as on- or off-task behaviors.

Results

One of the research questions focused on the impact that the training and real time coaching had on student behavior: What effect does the Real Time Teacher Coaching Model have on student on- and off-task behavior? The investigator chose to focus on this question as students with more time on-task behaviors are significantly more likely to have better student achievement results. The following table reports the on- and off-task behaviors of students for all teachers in this study. Across all baseline data-collection sessions, students were on-task for an average of 5.5 minutes and off-task for 3.5 minutes per nine minutes of coded session. In the post baseline sessions, there was an increase in on-task behavior of 7.5 minutes. This was a 36% increase of on-task behavior from baseline as compared to the post baseline phase.





Examining these results by grade level, high school teachers in the study had an average of 6 minutes of ontask student behavior in the baseline data collection sessions. In the post baseline sessions, the students were on-task an average of 7 minutes per 9 minutes coded, an increase of 17% from the baseline to post baseline in student on-task behavior.

Elementary and middle school teachers showed the most dramatic results. Elementary teachers' average student on-task was 5.5 minutes for the baseline observations; in the post-baseline sessions there was an increase in the average to 8.5 minutes of student on-task behavior. This increase represents a 55% increase of on-task behavior from baseline to post baseline. Likewise, middle school teachers' student on- and off-task behaviors on-task average for baseline was 4.5 minutes and post baseline phase on-task average increased to 7 minutes. This was a 55% increase from baseline to post baseline on-task behavior.

Summary

Analysis of the on- and off-task student engagement data over the time period of this research study (August – December, 2011) supports the assertion that teachers who effectively implemented the NNN strategies were able to keep their students more consistently engaged in academic activities. Increasing student engagement in on-task behaviors will positively impact their academic performance.

Furthermore, coupling the NNN with ongoing RTC (as opposed to NNN without ongoing RTC) further provided teachers with skills to create classroom environments where students were consistently engaged in on-task behaviors. The data suggest:

1. A multi-phase program that has both group and individual training provides teachers with classroom management skills that are maintained over time.



- All teachers have different strengths and need different types of support and identifying and
 incorporating individualized supports, teachers can make the necessary changes per the Real Time
 Teacher Coaching that bring about sustainable differences to their practice, specifically as it relates to
 classroom management.
- 3. Both teacher and student behaviors are positively influenced by the strategies of No-Nonsense Nurturer Program and the Real Time Teacher Coaching Model.
- 4. There were substantive increases in student on-task behavior as a result of the No-Nonsense Nurturer Program and the Real Time Teacher Coaching Model.

KEY PERSONNEL

The following biographies include key personnel most likely to deliver or manage services to PVUSD. Complete resumes are included in the Appendix of this proposal.

Kristyn Klei Borrero, Ed.D., President and CEO

Committed to transforming urban education, Kristyn has 17 years of experience in public education. She was a classroom teacher in Ohio and California, where she became the principal of an independent, urban charter school at age 27. As the turn-around principal of East Palo Alto Charter School and the founding principal of Berkeley Maynard Academy in Oakland, Kristyn lead a staff that created dynamic opportunities for college-bound youth. Both schools were recognized for exceeding state academic benchmarks.

As Director of Innovation at Aspire Public Schools she was responsible for securing a \$60 million grant from the Bill and Melinda Gates Foundation. In her role as Interim Area Superintendent at Aspire, Kristyn provided direct support and coaching for in-service principals, all of whom plowed past state and federal academic goals. She has a doctorate from University of California, Berkeley in Educational Leadership.

Michael Prada, Ed.D., Chief Program Officer

Michael is committed to instructional reform and improvement by daring to root out the timidity that stagnates student achievement as evidenced by his over 25 years of educational practice as a teacher, administrator, leadership coach, university faculty, and educational consultant. He began his teaching career working with urban secondary students in Oakland, CA and went on to serve as Activities Director and an Academic Assistant Principal. Michael served as principal for a larger K-8 elementary school in San Francisco and then founded an Early College High School in Oakland, in conjunction with Aspire Public Schools and the University of California, Berkeley. As a Director of Student Services, Michael exercised organizational leadership through development of Board Policy, Administrative Regulations, and ongoing training and coaching. Presently, Michael provides customized support to urban schools that struggle with academic success and culture but have an underlying commitment to educational excellence and student achievement.



Kara Backman, M.Ed., Associate

Passionate about breaking the national poverty cycle in urban and rural education, Kara has 11 years of experience in public education in low socio-economic schools in California. She was a classroom teacher for five years and became a principal at the age of 29. In the Aspire Public School Organization, she led a self-sustaining K-5 site, a turn around K-8 site and went on to be the founding principal at Vanguard College Preparatory Academy, a secondary early college high school model.

Under Kara's leadership, University Charter School was awarded a California Distinguished School. All three schools Kara led, consistently exceeded state academic benchmarks and standards. Kara is passionate about making a difference in people's daily lives through positive influence, student academic success and quality of life. She has her Master's Degree in Educational Leadership from San Jose State University.

Norman Merrifield, M.Ed., Associate

Norman L. Merrifield has this magnetic personality that welcomes change. He is a passionate believer in the power of building relationships that foster success. The energy he brings to his work is based in professional development experiences designed to offer opportunities for empowerment. Before joining the Center for Transformative Teacher Training, Norman's expertise as an International presenter, author, consultant, and instructional designer was developed during his work with Metro Nashville Public Schools (MNPS), The National Urban Alliance for Effective Education (NUA), and Vanderbilt University. With MNPS, he served as a teacher, coach, and instructional designer focused on maximizing the effectiveness, efficiency and appeal of instruction. As a consultant with NUA, he electrified conference halls and classrooms with models of instructional design that blend curricular standards with relevant youth culture. Norman's academic knowledge base was enhanced while earning his Masters in Learning Diversity and Urban Studies at the Peabody College of Vanderbilt University. His intellectual strength is centered on culturally responsive pedagogy, classroom efficacy and the empowerment of urban scholars.

Melissa Monaco Phillips, M.Ed., Associate

Melissa consistently puts serving children at the center of her work in public education and believes urban teachers deserve the highest quality training and ongoing support because they fight on the front lines of the war on poverty. For nearly ten years, Melissa taught and trained teachers in the most underserved neighborhoods of Chicago. At the Academy for Urban School Leadership (AUSL), Melissa led teacher development efforts, real time coaching, and balanced literacy training as an induction/instructional coach in AUSL's new turnaround schools. While in the School Leadership Program at Harvard, Melissa worked on a Spencer Foundation research grant studying interdependence on teacher teams in Boston. Her research was published in the 2011 book, *The Power of Teacher Teams: With Cases, Analyses, and Strategies for Success.* Most recently, Melissa was the Academic Director at the Harvard School of Excellence in Chicago. Additionally, her private sector experience includes several years in the education divisions at Hewlett Packard and Vantage Technologies

Carolyn Reedom, Ed.D

With over ten years of demonstrated success in dramatically improving the skills of educators, Carolyn is a highly sought-after consultant. In over two decades working as a principal and area superintendent in Clark County Schools, she built a track record that was second to none. Under her leadership two schools were ranked



#1 in student achievement and she was responsible for opening another school that became the first in the district to be designated a High Achieving School by the State of Nevada. Dr. Reedom is nationally recognized as area superintendent of the fifth largest school district in the nation, and was selected as a National Distinguished Principal by the U.S. Department of Education and the National Association of Elementary School Principals However, Dr. Reedom's most cherished honor is an elementary school that was dedicated with her name in October, 2006 in Las Vegas, Nevada.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGE IN INFORMATION PAGE

INSURER: SEE ATTACHED ENDORSEMENT

NCCI Company Number: 13161

AUDIT PERIOD: ANNUAL

POLICY EFFECTIVE DATE: 07/01/13

POLICY EXPIRATION DATE: 07/01/14 HOUSING CODE: 76

Policy Number: 76 WEG ZY1749

Endorsement Number: 02

Effective Date: 07/01/13

Effective hour is the same as stated in the Information Page of the policy.

Named Insured and Address: EDUSERVICE INC

1559-B SLOAT BLVD STE 326 SAN FRANCISCO, CA 94132

FEIN Number: 954620290

PRO RATA FACTOR:

PRODUCER NAME: PAYCHEX INSURANCE AGENCY INC

PRODUCER CODE: 210705

It is agreed that the policy is amended as follows:

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS. THIS IS NOT A BILL.

IN CONSIDERATION OF NO CHANGE IN PREMIUM IT IS AGREED THAT:

MAILING ADDRESS IS AMENDED TO READ: 1559-B SLOAT BLVD STE 326 SAN FRANCISCO, CA 94132

Countersigned by

Authorized Representative

Sugar S. Castanens

Form WC 99 00 06 A

(1) Printed in U.S.A.

Process Date: 09/27/13

Page 1

Policy Expiration Date: 07/01/14

ORIGINAL



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy Number: 76 WEG ZY1749

Endorsement Number: 02

Effective Date: 07/01/13

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address:

EDUSERVICE INC

1559-B SLOAT BLVD STE 326 SAN FRANCISCO, CA 94132

THE POLICY IS AMENDED TO PROVIDE COVERAGE BY THE FOLLOWING INSURERS IN THE FOLLOWING JURISDICTIONS:

INSURER

JURISDICTION

HARTFORD FIRE INSURANCE COMPANY

13269 TX

ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 061

HARTFORD CASUALTY INSURANCE COMPANY

14397 NY

ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 061 HARTFORD INSURANCE COMPANY OF THE MIDWEST

20605 CA

ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 061

THE COVERAGE PROVIDED IN EACH JURISDICTION IS WITH RESPECT TO THE LOCATIONS OF THE NAMED INSURED IN THAT JURISDICTION IN ACCORDANCE WITH THE WORKERS' COMPENSATION LAW OF THAT JURISDICTION. AS USED IN THIS POLICY, "COMPANY," "WE," "US" AND "OUR" MEAN THE MEMBER INSURANCE COMPANIES OF THE HARTFORD INSURANCE GROUP COLLECTIVELY PROVIDING THIS INSURANCE.

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

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company, provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said blicy, forms a part thereof, countersignature on the Information Page of said policy by a duly authorized agent of the co⊪pany shall constitute valid countersignature of this endorsement.

	rsia	

uthorized Representative

Process Date: 09/27/13

Policy Expiration Date: 07/01/14

Form G-2240-2DT Printed in U.S.A.

49 17 (Policy Provisions: WC 00 00 00 B)

ZYINFORMATION PAGE

WEG WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURFR. SEE ATTACHED ENDORSEMENT

NCCI Company Number:

13161

Company Code: 9



Suffix

LARS RENEWAL 03

POLICY NUMBER:

Previous Policy Number:

HOUSING CODE: 76

1. Named Insured and Mailing Address: EDUSERVICE INC

(No., Street, Town, State, Zip Code)

1 BLACKFIELD DR #137

FEIN Number: 954620290 TIBURON, CA 94920

State Identification Number(s):

The Named Insured is: CORPORATION

Business of Named Insured: CONSULTANT - NOC

Other workplaces not shown above: SEE ATTACHED SCHEDULES

From 07/01/13 07/01/14 2. Policy Period: To

12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: PAYCHEX INSURANCE AGENCY INC

PO BOX 33015

SAN ANTONIO, TX 78265

Producer's Code: 210705

Issuing Office:

THE HARTFORD

55 FARMINGTON AVE., SUITE 301

HARTFORD (877) 287-1312 CT 06115

76 WEG ZY174:

76 WEG ZY174

Total Estimated Annual Premium:

\$3,745

Deposit Premium:

Policy Minimum Premium:

\$600 CA (INCLUDES INCREASED LIMIT

MIN. PREM.)

Audit Period: ANNUAL

Installment Term:

The policy is not binding unless countersigned by our authorized representative.

Countersigned by

Sugar S. Castaneda

Authorized Representative

05/11/13 Date

Form WC 00 00 01 A (1) Printed in U.S.A.

Process Date: 05/11/13

Page 1 (Continued on next page) Policy Expiration Date: 07/01/14

ORIGINAL

INFORMATION PAGE (Continued)

3. A. Workers Compensation Insurance: Part one of the policy applies to the Workers Compensation Law of the states listed here: CA, NY, TX

Policy Number: 76 WEG ZY1749

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A.

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 ND, OH, WA, WY, AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. This policy includes these endorsements and schedule:

WC 99 00 05 WC 00 04 21C WC 00 04 22A WC 04 03 03 WC 04 04 22 SEE ENDT

4. 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.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium	Annual
(SEE ATTACHED SCHEDULES)				

6 INCREASED LIMITS PART TWO (9812) CA TERRITORIAL DIFFERENTIAL PREMIUM 9686 (0.870) -493317 TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION . 269 PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION -297CA SMALL POLICY CREDIT 3,274 TOTAL ESTIMATED ANNUAL STANDARD PREMIUM 200 EXPENSE CONSTANT (0900) 159 TOTAL ESTIMATED STATE SURCHARGE 112 TERRORISM (9740) 0 TERRORISM (9740) PER CAPITA 0 CATASTROPHE (9741) 0 CATASTROPHE (9741) PER CAPITA

Total Estimated Annual Premium: \$3,745

Deposit Premium:

TOTAL ESTIMATED ANNUAL PREMIUM

Policy Minimum Premium: \$600 CA (INCLUDES INCREASED LIMIT MIN. PREM.)

Interstate/Intrastate Identification Number: / 00000000

NAICS:

3,745

Labor Contractors Policy Number: SIC: 8748

Form WC 00 00 01 A (1) Printed in U.S.A. Page 2
Process Date: 05/11/13 Policy Expiration Date: 07/01/14



CERTIFICATE OF LIABILITY INSURANCE

LLG R022

DATE (MM/DD/YYYY)
10-15-2013

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

IMPORTANT: If the certificate holder is an ADDITIONALINSURED, the policy(ies) must be endorsed. If SUBROGATIONIS 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).

	DUCER AYCHEX INSURANCE AGENCY INC	CONTACT NAME: PHONE		FAX (000					
	0705 P:()- F:(888)443-6112	(A/C, No, Ext): E-MAIL		(A/C, No): (888)443-6112				
	BOX 33015	ADDRESS:							
	N ANTONIO TX 78265	INSURER(S) AFFORDING COVERAGE NAIC #							
		INSURER A: Hartford Ins Co of the Midwest							
INSU	RED	INSURER B:							
ED	USERVICE INC	INSURER C:							
	59-B SLOAT BLVD STE 326	INSURER D :							
	N FRANCISCO CA 94132	INSURER E :							
		INSURER F:							
	VERAGES 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 SUBR INSR WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
	GENERAL LIABILITY			EACH OCCURRENCE \$					
	COMMERCIAL GENERAL LIABILITY			DAMAGE TO RENTED PREMISES (Ea occurrence) \$					
	CLAIMS-MADE OCCUR			MED EXP (Any one person) \$					
				PERSONAL & ADV INJURY \$					
				GENERAL AGGREGATE \$					
	GEN'L AGGREGATE LIMIT APPLIES PER:			PRODUCTS - COMP/OP AGG \$					
	POLICY PRO- JECT LOC			\$					
	AUTOMOBILE LIABILITY			COMBINED SINGLE LIMIT (Ea accident) \$					
	ANYAUTO			BODILY INJURY (Per person) \$					
	ALL OWNED SCHEDULED			BODILY INJURY (Per accident) \$					
	AUTOS AUTOS NON-OWNED AUTOS AUTOS			PROPERTY DAMAGE (Per accident) \$					
				\$					
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	EXCESS LIAB CLAIMS-MADE			AGGREGATE \$					
	DED RETENTION \$			\$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			X WC STATU- TORY LIMITS OTH- ER					
7\	ANY PROPRIETOR/PARTNER/EXECUTIVE AND	07/01/2013	07/01/2014	E.L. EACH ACCIDENT \$ 1,	000,000				
A	OFFICER/MEMBEREXCLUDED? N/A 76 WEG ZY1749 Mandatory in NH)			E.L. DISEASE - EA EMPLOYEE \$ 1,					
	If yes, describe under DESCRIPTION OF OPERATIONS below				000,000				
				· ·					
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Sche	dule, if more space is red	quired)						
Th	ose usual to the Insured's Operations	•							
CEF	RTIFICATE HOLDER	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.

Taellor

800 98TH AVE

OAKLAND, CA 94603

Oakland Unified School District

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

LLG R022

DATE (MM/DD/YYYY)
10-15-2013

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ΕD	USERVICE INC	INSURER C:							
	59-B SLOAT BLVD STE 326	INSURER D :							
	N FRANCISCO CA 94132	INSURER E :							
		INSURER F:							
	VERAGES CERTIFICATE NUMBER:	REVISION NUMBER:							
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INSR LTR	TYPE OF INSURANCE ADDL SUBR INSR WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
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	COMMERCIAL GENERAL LIABILITY			DAMAGE TO RENTED PREMISES (Ea occurrence) \$					
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	EXCESS LIAB CLAIMS-MADE			AGGREGATE \$					
	DED RETENTION \$			\$					
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A	OFFICER/MEMBEREXCLUDED? N/A 76 WEG ZY1749 Mandatory in NH)			E.L. DISEASE - EA EMPLOYEE \$ 1,					
	If yes, describe under DESCRIPTION OF OPERATIONS below				000,000				
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DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Sche	dule, if more space is red	quired)						
Th	ose usual to the Insured's Operations	•							
CEF	RTIFICATE HOLDER	CANCELLATION							
		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE							

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