

Board Office Use: Legislative File Info.	
File ID Number	14-0251
Introduction Date	3-12-14
Enactment Number	14-0363
Enactment Date	3/12/14



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
From Gary Yee Ed.D., Superintendent
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date _____
 (To be completed by
 Procurement)

Subject Professional Services Contract Amendment - 1
 Oakland Schools Foundation Oakland CA (Contractor, City/State) -
 ALLIANCE ACADEMY MS (site/department)

Action Requested Approval by the Governing Board of the amendment to the professional services contract between the District and Oakland Schools Foundation. Services to be primarily provided to ALLIANCE ACADEMY MS for the period of 07/01/13 through 06/30/2014, in an amount not to exceed \$64,730.00.

Background
A one paragraph explanation of why an amendment is needed.

The performing arts enrichment services provided through Alliance Academy's after-school program are an important part of creating a robust extracurricular program for Alliance students that will support and compliment the academic program of the school. The after-school program, including a performing arts enrichment program, extends the learning-day for over 100 Alliance students who have been identified as being at-risk of school failure and drop-out. Students learn new forms of self-expression, developing a greater confidence in their identities and skills. These benefits derived from participation in performing arts enrichment services are seen in improved school-attendance, academic performance, and social behavior. +

Discussion
One paragraph summary of the amended scope of work.

Alliance Academy will contract with Oakland Schools Funds to provide performing arts enrichment services during our after-school program. Classes will include instrumental musical performance, vocal musical performance, acting, and dance / movement performance. Some enrichment services will also extend into the instructional day through visiting performer events under the supervision of Alliance Academy instructional staff. Funds will be used to pay contracted instructors in the Alliance Academy after-school program, as well as providing supplies and materials for the arts enrichment services.

Recommendation Approval by the Governing Board of the amendment to the professional services contract between the District and Oakland Schools Foundation. Services to be primarily provided to ALLIANCE ACADEMY MS for the period of 07/01/13 through 06/30/2014, in an amount not to exceed \$64,730.00.

Fiscal Impact Funding resource name (please spell out) SIG - INSTRUCTION
 not to exceed \$64,730.00.

Attachments

- Contract Amendment
- Copy of original contract

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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD)
and Oakland Schools Foundation (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on
July 1, 2013, and the parties agree to amend that Agreement as follows:

1. **Services:** ☒ The scope of work has changed. ☐ ONLY the funding source has changed.
If the scope of work has changed: Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
☒ Revised scope of work attached. **OR,** The CONTRACTOR agrees to provide the following amended services:
 Alliance Academy will contract with Oakland Schools Funds to provide performing arts enrichment services during our after-school program. Classes will include instrumental musical performance, vocal musical performance, acting, and dance / movement performance. Some enrichment services will also extend into the instructional day through visiting performer events under the supervision of Alliance Academy instructional staff. Funds will be used to pay contracted instructors in the Alliance Academy after-school program, as well as providing supplies and materials for the arts enrichment services.

2. **Terms (duration):** ☒ The term of the contract is unchanged. ☐ The term of the contract has changed.
If the term has changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____.

3. **Compensation:** ☐ The contract price is unchanged. ☒ The contract price has changed.
If the compensation has changed: The contract price is amended by
☒ Increase of \$ 64,730.00 to original contract amount
☐ Decrease of \$ _____ to original contract amount
 and the new contract total is One Hundred and thirty four, five hundred and seve dollars (\$ 134,576.00)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

☒ There are no previous amendments to this Agreement. ☐ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	12/20/2013	Providing Performing Arts Services to Alliance Students	\$ 64,730.00
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

- ☒ President, Board of Education
☐ Superintendent or Designee

Edgar Rokestraw, Jr., Secretary
Board of Education

3/13/14
Date

3/13/14
Date

CONTRACTOR

[Signature]
Contractor Signature

1/16/2014
Date

DAVID KORSAK DIR OF FIN & ADMIN
Print Name, Title

EXHIBIT "A" Scope of Work**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR's entire Proposal is not made part of this Agreement. **[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]**

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Alliance Academy will contract with Oakland Schools Funds to provide performing arts enrichment services during our after-school program. Classes will include instrumental musical performance, vocal musical performance, acting, and dance / movement performance. Some enrichment services will also extend into the instructional day through visiting performer events under the supervision of Alliance Academy instructional staff. Funds will be used to pay contracted instructors in the Alliance Academy after-school program, as well as providing supplies and materials for the arts enrichment services.

SCOPE OF WORK

Oakland Schools Foundation will provide a maximum of 720.00 hours of services at a rate of \$90.00 per hour for a total not to exceed \$64,730.00. Services are anticipated to begin on 07/01/13 and end on 06/30/2014.

- 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.

OSF will provide Alliance Academy with performing arts enrichment services during the after-school program. Daily classes will include instrumental musical performance, vocal musical performance, acting, and dance / movement performance. Some enrichment services will also extend into the instructional day through visiting performer events under the supervision of Alliance Academy instructional staff. Funds will be used to pay contracted instructors in the Alliance Academy after-school program, as well as providing supplies and materials for the arts enrichment services.

- 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.**

Students will improve their school attendance rates because participation in the highly-motivating performing arts enrichment programs in the after-school program requires students to attend the regular academic classes. Students will improve their academic performance in core academic subjects because, as research has indicated, participation in performing arts programs has the effect of activating learning across multiple disciplines. Participants will show an increase in proficiency on District ELA and Math benchmarks by a rate of forty-five percentage points. Additionally, at least ninety percent of participants will respond affirmatively to the Social-Emotional Learning (SEL) prompt, "The adults at this school care about me and know who I am."

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

- | | |
|--|--|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core | <input type="checkbox"/> Prepare students for success in college and careers |
| <input 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 checked="" type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input checked="" type="checkbox"/> Full service community district |

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

- ☐ **Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: N/A
- ☐ **Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email or scanned documents, fax or drop off.
1. Relevant page of SPSA 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 SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

**AMENDMENT ROUTING FORM****2013-2014****PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1****Directions****Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order amount has been increased by Procurement.**

1. Contractor and OUSD contract originator reach agreement on modification to original Scope of Work.
2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
3. If contract total amount has increased, the scope of work has changed. OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**
4. OUSD contract originator submits amendment packet to Procurement for approval within two weeks of creating the requisition.

When the contract amendment is approved Procurement will add additional funds to the original Purchase Order.**Attachment Checklist**

- ☒ Contract amendment packet including Board Memo and Amendment Form
- ☒ Amended Scope of work (Be specific as to what additional work is being done by this consultant.)
- ☒ A Board Approved copy of the original contract and any prior Amendments.

OUSD Staff Contact Emails about this contract should be sent to: (Required) rosaura.altamirano@ousd.k12.ca.us**Contractor Information**

Contractor Name	Oakland Schools Foundation	Agency's Contact	David Korsak
OUSD Vendor ID #	V053845	Title	Director
Street Address	P.O. Box 27148	City	Oakland
Telephone	(510) 842-3461	State	CA
		Zip	94602
		Email	david@oaklandschoolsfoundation.org

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 69,846.00	Original PO Number	P1402811
Amended Amount	\$ 64,730.00	New Requisition #	R0406530
New Total Contract Amount	\$ 134,576.00	Start Date	07/01/13
Pay Rate Per Hour (Required)	90.00	End Date	06/30/2014
		Number of Hours (Required)	720.00

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
3180	SIG INSTRUCT	2243180101	5825	\$ 64,730.00
			5825	\$
			5825	\$

Approval and Routing (in order of approval steps)

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

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

1.	Site Administrator or Manager	Name	CHARLES WILSON	Phone	5106392893	Fax	5106393387
	Site / Department	ALLIANCE ACADEMY MS					
2.	Signature				Date Approved	1/15/14	
	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships						
	Signature				Date Approved	2/4/14	
3.	Regional or Executive Officer						
	Signature				Date Approved	1/16/14	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000					
	Signature				Date Approved	2-13-14	
5.	Superintendent or Board of Education	Signature on the legal contract					
Legal		Required if not using standard contract		Approved	Denied - Reason		Date
Procurement		Date Received		PO Number			

Board Office Use: Legislative File Info.	
File ID Number:	13-2553
Introduction Date:	11/06/2013 10/23/13
Enactment Number:	13-2273
Enactment Date:	10/23/2013



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To: Board of Education
From: GARY YEE, EdD, ACTING SUPERINTENDENT
Board Meeting Date: 11/06/2013
Subject: Professional Service Contract
Contractor: Oakland Schools Foundation of Oakland, CA
Services for: 224-ALLIANCE

Board Action Requested and Recommendation:

Approval by the Board of Education of a Professional Services Contract between the District and Oakland Schools Foundation, Oakland, CA, for the latter to provide: OSF to provide a range of services to leverage our efforts at transforming Alliance Academy into a Full Service Community School. The four main areas in the scope of work are: 1) increase bilingual communications; 2) fundraise, 3) support a family engagement initiative; 4) augment OUSD Restorative Justice efforts as a part of creating positive behavioral intervention support (PBIS), and 5) augment student and staff access to learning materials and resources to support OUSD's shift to the Common Core State Standards. Alliance Academy is poised for a positive and comprehensive transformation to academic success and a strong school culture. Oakland Schools Foundation will build upon our existing OUSD plans with fund-raising, developing improved learning resources, and providing community school development through the support of a positive school culture and strategic family engagement

Background:

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

Oakland Schools Foundation (OSF) is uniquely positioned to provide the services in the Statement of Work shown in Exhibit A. OSF is dedicated to promoting excellence in Oakland's public schools so that all of our students have the opportunity to achieve. OSF partners with under-resourced schools to support grants funding, community outreach and fundraising, and professional learning for family engagement. OSF has partnered with over 50 OUSD schools, and 2013-2014 will mark the 7th year of providing service to Alliance Academy. For 2013-2014, Alliance Academy has been able to greatly increase the partnership with OSF in the above areas as a key partner with OUSD in the school transformation planning and work.

Discussion:

(QUANTIFY what is being purchased.)

OSF to provide a range of services to leverage our efforts at transforming Alliance Academy into a Full Service Community School. The four main areas in the scope of work are: 1) increase bilingual communications; 2) fundraise, 3) support a family engagement initiative; 4) augment OUSD Restorative Justice efforts as a part of creating positive behavioral intervention support (PBIS), and 5) augment student and staff access to learning materials and resources to support OUSD's shift to the Common Core State Standards. Alliance Academy is poised for a positive and comprehensive transformation to academic success and a strong school culture. Oakland Schools Foundation will build upon our existing OUSD plans with fund-raising, developing improved learning resources, and providing community school development through the support of a positive school culture and strategic family engagement professional learning in alignment with OUSD Family Engagement principles while also increasing the quantity and quality of bilingual home-school communications

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Enactment Date:	10/23/2013 <i>af</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Fiscal Impact: Funding resources below not to exceed \$69,846.00

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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Enactment Number	13-2273
Enactment Date	10/23/2013



OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

Oakland Schools Foundation

This Agreement is entered into between _____ (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 07/01/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400.00, 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 Sixty Nine Thousand Eight Hundred and Forty Six Dollars (\$69,846.00) [per fiscal year], at an hourly billing rate not to exceed NA 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.

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: CHARLES WILSON

Site /Dept.: 224-ALLIANCE

Address: 1800 98th Ave
Oakland, CA 94603

Phone: 510/639-2893

CONTRACTOR:

Name: David Korsak

Title: Officer (Executive)

Address: PO Box 27148
Oakland, CA 94602

Phone: 510-842-3461

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.

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

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

DAVID KAKISHIBA

11/07/2013

☒ President, Board of Education

Date

☐ Superintendent or Designee

GARY YEE

11/07/2013

Secretary, Board of Education

Date

CONTRACTOR

David Korsak

10/21/2013

Contractor eSignature

Date

David Korsak, Officer (Executive)

Print Name, Title

File ID Number: 13-2553

Introduction Date: 10-23-13

Enactment Number: 13-2773

Enactment Date: 10-23-13

By:

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.

This work with the Oakland Schools Foundation (OSF) is an important in helping Alliance Academy increase the attendance and academic performance of all of its students. Through increased and deepened bilingual home communication and family engagement, more students will attend school more than 95% of the time because the connections between their families and the school will be improved, allowing for a greater level of partnership between the school and the students' parents and guardians. The increased level of authentic caring and conflict resolution will also support increased student attendance and engagement in class as it will decrease the number and frequency of interpersonal conflicts that can distract students from their learning. Similarly, the increased access to academic resources provided by this work with OSF will help the school increase and accelerate student academic performance as materials will be available to support the key intellectual and instructional shifts required by our District's transition to the Common Core State Standards.

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.

Through increased and deepened bilingual home communication and family engagement, more students will attend school more than 95% of the time because the connections between their families and the school will be improved, allowing for a greater level of partnership between the school and the students' parents and guardians. The increased level of authentic caring and conflict resolution will also support increased student attendance and engagement in class as it will decrease the number and frequency of interpersonal conflicts that can distract students from their learning. Similarly, the increased access to academic resources provided by this work with OSF will help the school increase and accelerate student academic performance as materials will be available to support the key intellectual and instructional shifts required by our District's transition to the Common Core State Standards.

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

- | | |
|--|--|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core | <input type="checkbox"/> Prepare students for success in college and careers |
| <input 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 checked="" 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(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: 224-ALLIANCE

Principal / Department Head: CHARLES WILSON

Contractor Name: David Korsak

Business Name: Oakland Schools Foundation

Contract Type: Standard

Anticipated Start Date: 07/01/2013

Contract End Date: 06/30/2014

Rate Type: FLAT

Contract Amount: \$69,846.00

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: 10/15/2013

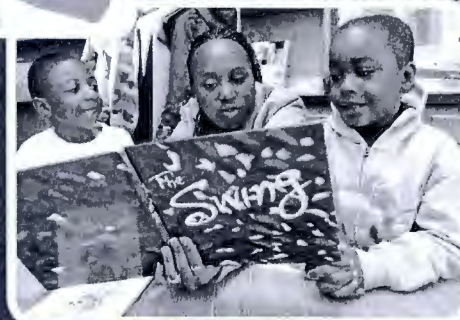
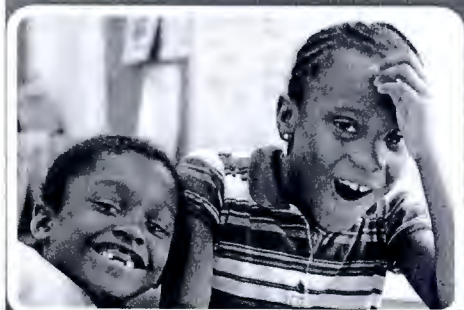
Fingerprint Waiver Status: Approved

Approval Date: 10/15/2013

TB Test Waiver Status: Approved

Approval Date: 10/15/2013

2011 - 2012 ANNUAL REPORT



OAKLAND
SCHOOLS
FOUNDATION

www.oaklandschoolsfoundation.org

FROM THE DESK OF THE EXECUTIVE DIRECTOR



Fellow supporters of Oakland public schools,

As the following pages reflect, the Oakland Schools Foundation (OSF) carries into its tenth year a legacy of connecting Oakland public schools with the resources to support programs our students need most.

OSF's results – like the more than \$23 million we have helped raise for school programs since 2003 – speak for themselves, as do the factors that make this work critical for Oakland. Stark resource and opportunity gaps persist across our state, with California ranking near the bottom in per-student funding. What this means for students in Oakland's under-resourced schools is very real, and it is what drives our staff, every single day.

Entering our second decade as an education fund, we remain focused on our most important measure of success: accelerating student achievement in Oakland's highest-need communities. We help schools generate and manage resources that enrich learning by collaborating with schools on innovative and long-term strategies, and by partnering with the Oakland Unified School District to create equitable outcomes across the city.

I invite you to join us in this work. OSF's commitment to collaboration – with schools, the District, our supporters, and partners – is at the heart of our equity-based vision. I look forward to speaking with you about the information in this Annual Report and about the exciting work ahead of us.

In partnership,



Brian Stanley
Executive Director

510-473-5745

brian@oaklandschoolsfoundation.org



OSF MISSION AND VISION

The Oakland Schools Foundation is a local education fund that secures and manages resources for Oakland public schools in order to support its vision of equity: that all students have the opportunity to achieve excellence.



Students at PLACE @ Prescott

"What OSF is doing for schools in the area of resource development, plus their flexibility and responsiveness around finance is so helpful. We identify what we need and they're able to respond to that. We cannot do this work without OSF!"

- Mark Triplett, Principal
Urban Promise Academy

OUR PARTNER SCHOOLS

In 2011-12, OSF worked with 36 public schools serving more than 12,000 students.

K-5 SCHOOLS

Acorn Woodland Elementary
Allendale Elementary
Bridges Academy at Melrose
Cleveland Elementary
EnCompass Academy
Fred T. Korematsu Discovery Academy
Futures Elementary
International Community School
Learning Without Limits
Manzanita Community School
Manzanita SEED Elementary School
Martin Luther King, Jr. Elementary
New Highland Academy
PLACE @ Prescott
Reach Academy
RISE Community School
Think College Now

K-8 SCHOOLS

ASCEND
Greenleaf Elementary
Melrose Leadership Academy
Sankofa Academy

MIDDLE SCHOOLS

Alliance Academy
Bret Harte Middle School
Elmhurst Community Prep
Frick Middle School
Roosevelt Middle School
Roots International Academy
United for Success Academy
Urban Promise Academy
West Oakland Middle School

HIGH SCHOOLS

Castlemont High School
Coliseum College Prep Academy
Life Academy of Health
& Bioscience
McClymonds High School
MetWest High School
Oakland International High School

OSF SCHOOL DEMOGRAPHICS

- 80% eligible for free or reduced-price lunch
- 96% students of color
- 60% English Language Learners



OSF SERVICES

FISCAL SPONSORSHIP AND MANAGEMENT

Fiscal management and accountability are key to resource development. As a 501(c)(3), OSF provides schools fiscal sponsorship for grants, donations, and in-kind contributions. We help our partner schools be accountable to their supporters through rigorous budget management and consistent donor follow-up.

HUMAN RESOURCES MANAGEMENT

As a fiscal sponsor for schools, OSF provides contractor and employee administration services for school programs funded by private grants and donations. OSF also employs its own program managers and coaches at schools sites to support school program development and implementation.

RESOURCE DEVELOPMENT

Per-student funding is on a national decline, and California currently spends close to \$3,000 less per student than the national average. The growing resource and opportunity gaps in public education require that we look for resources beyond public funding to support our students. OSF provides grant writing, donor cultivation, and partnership development services to help partner schools generate diverse resource portfolios that support programs critical to student learning and success.

COMMUNICATIONS AND OUTREACH

In order to cultivate student enrollment, community and family engagement, and resource development it is important that we share what is happening in our schools. To this end, OSF provides partner schools with communications and outreach services that include branding, website development, social media management, storytelling, mass mailings, photography, videography, and the development of communications materials such as newsletters, brochures, flyers, postcards, fact sheets, and PowerPoint presentations.

PROFESSIONAL LEARNING AND PROGRAM DEVELOPMENT

OSF provides inquiry-based, participant-led, and student-centered professional learning services that convene leaders across schools to share and develop strategies, practices, and resources that cultivate program improvement and, ultimately, student learning and success. OSF currently hosts three professional learning communities: Family Engagement and Leadership Initiative (FamELI), Elementary Literacy Collaborative (ELC), and Wellness Initiative. 25 schools participate in these programs.

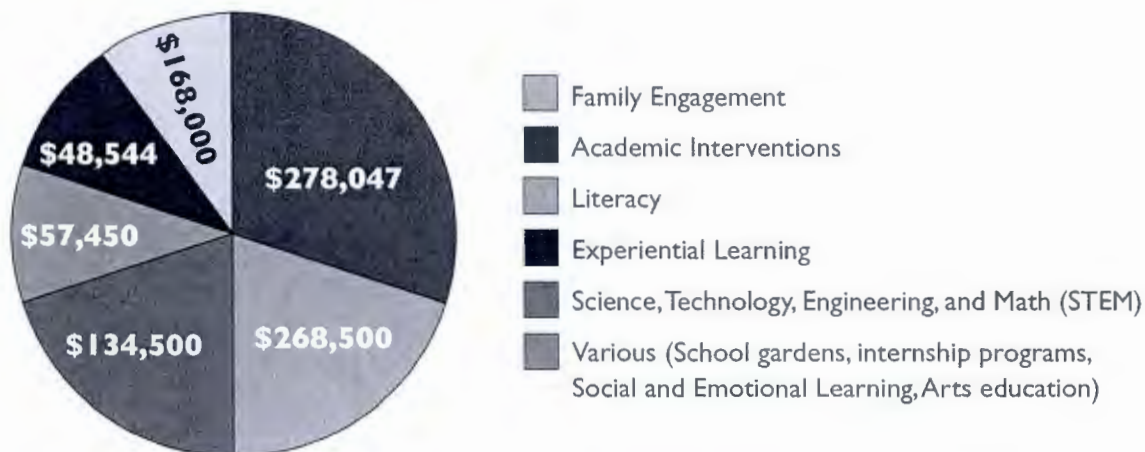
DISTRICT AND CITY-WIDE SERVICES

OSF partners closely with the Oakland Unified School District to provide services that have a systemic impact across Oakland schools.

RESULTS AND IMPACT

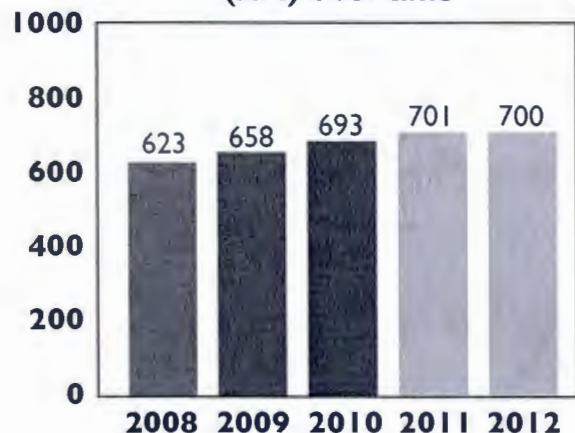
OSF GRANTS FUNDING FOR SCHOOLS

OSF has helped 55 schools raise more than \$23 million in grants for key programs since 2003. In 2011-12, OSF helped 25 schools raise more than \$950,000 in grants for 63 programs. The graph below breaks down the major areas of funding.

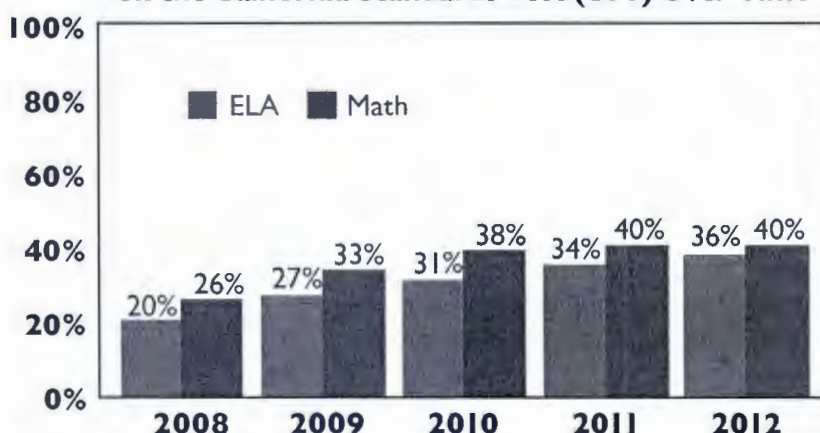


OSF gets a four-to-one return on investment: for every dollar schools invest in OSF, we generate at least four dollars for school programs.

**OSF PARTNER SCHOOLS:
Academic Performance Index
(API) Over time**



**OSF PARTNER SCHOOLS: Percentage of Students
Who Scored Proficient or Advanced in ELA and Math
on the California Standards Test (CST) Over Time**



STATEMENT OF FINANCIAL POSITION

As of June 30, 2012

ASSETS

Total Current Assets	\$2,105,243
Other Assets	\$4,584
Total Assets	\$2,109,827

LIABILITIES

\$131,169

NET ASSETS

Unrestricted	\$1,313,508
Temporarily Restricted	\$665,150
Total Net Assets	\$1,978,658

TOTAL LIABILITIES AND NET ASSETS	\$2,109,827
---	--------------------



Student at Frick Middle School

STATEMENT OF ACTIVITIES

Year Ended June 30, 2012

SUPPORT AND REVENUE

Support	\$2,038,993
Revenue	\$662,785
Total Support & Revenue	\$2,701,778

EXPENSES

Program	\$2,141,559
Management and general	\$227,932
Fundraising	\$58,076
Total Expenses	\$2,427,567

Change in Net Assets	\$274,211
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Net Assets, Beginning of Year	\$1,704,446
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Net Assets, End of Year	\$1,978,657
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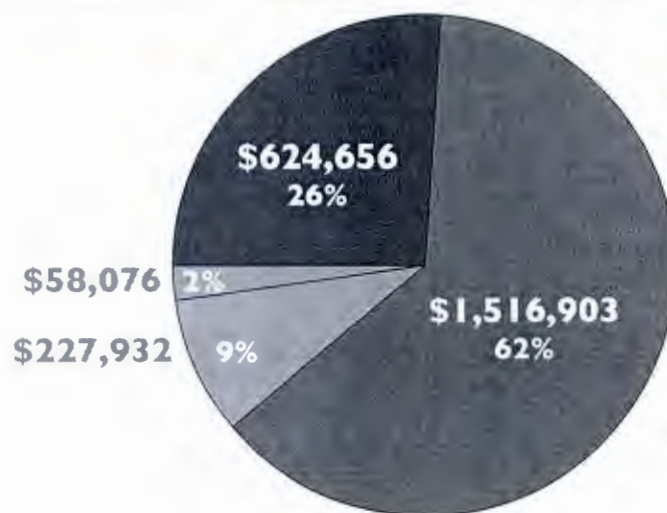
88% of OSF's operating costs go directly to school service.

In other words, OSF spends just 12 cents of every dollar on in-house administrative costs.

BREAKDOWN OF EXPENSES

Year Ended June 30, 2012

- Program Expenses - Services to Schools
- Program Expenses - School Sites
- Management and General
- Fundraising



OSF THANKS THESE FOUNDATIONS, CORPORATIONS, AND INDIVIDUALS FOR THEIR SUPPORT IN 2011-12:

\$50,000+

Anonymous
S.D. Bechtel Jr. Family Foundation
The William H. Donner Foundation
Walter and Elise Haas Fund
Wayne and Gladys Valley Foundation
Zellerbach Family Foundation

\$20,000 to \$50,000

East Bay Community Foundation
Pacific Gas and Electric Company
Wells Fargo

\$10,000 to \$20,000

Irene S. Scully Foundation
Target Foundation
Bernard and Alba Witkin Foundation

\$1000 to \$5000

Alta Alliance Bank
Anonymous
Arntz Family Foundation
Mary Burkhart
Lloyd Lavagetto
Elaine and Chuck Tope and McLaughlin
Dan Quigley
Brian Rogers
Kavindar Singh
Robert Spencer
Brian Steel
Chris Stotka
Ellie and John Sutter

\$500 to \$999

Charlene Akers
Lillian Cordova-Lopez
Rachel Cukierman
Lily Hu
Katrina Kellogg
Jonathan Klein
Richard Marcus
Bruce Mast
Eric Ng
Khalilah Rasheed
Dalya Sachs
Andrea Saltzman
Libby Schaaf
Kenneth Schmier
Marc and Alexis Stice
David Sweet
Bob and Diane Wagner

\$250 to \$499

Stuart and Samantha Block and Nobles-Block
Kevin and Patricia Bohm
Mark Borsuk

Douglas & Amy Boxer
Garrett C. Dailey
Linda Davis
Francisco Devries
Carrie McPherson & Scott Douglass
Education Pioneers
Yew Joo Hoe
Deborah Kaminski
Bryan Tracey and Laurie Lober
Dagmar Serota
Phillip H. Tagami
Miye Takagi
Robert VanWesep
Lyle C. Wing
R. Neil and Susan Vance and Zimmerman

\$100 to \$249

Tarlina Aamir-Balinton
Joseph & Sharon Barrington
Ophelia Basgal and Gary Fitschen
Rachel Benham
Cassandra Benjamin
Amanda Brown-Stevens
Michael Chen
Scott Deskin
Sally Van Etten
Patrick Folan
Mary Foley
Earl Hamlin
Joseph Haraburda
Arthur and Susan Hartinger
C.J. Hirschfield
Charlton Holland
Cornelius Hopper
Benjamin B. & Andrea Johnson & Ravas
Donald and Judith Jones
Jonathan and Amanda Klein
Raleigh Klein
Peter E. Koszalka
Michael & Avis Kowalewski
Jeff Kutash
Ellen Lee
William Lester Jr.
Mike McDermott
Ann Miller and Chuck Raben
Lester Olmstead-Rose
Harry G. Prince
Rachel Reinhard
Deborah Richman
Norma Jean Rogers
Ruth Stroup
Alva & Jennifer Svoboda
William Tom
Virginia Traxler
Sharon Turner
Mary and John Vardigan

Shehzad Y. Wadalawala
Karola Wilkins
Ian Williams
Jain Williams
Pat and Philip Williams

\$1 to \$99

Voleine Amilcar
Kelsea Ballantyne
Adrienne Blum
Juliet Bonczkowski
Madeleine Clarke
Sam Cunningham
Sunny Daly
Michael DeFabio
Yvonne Eldridge
Kimberly Nakahara Erickson
John Fanning
Maryellen Ferro
Marian and Roger Gray
Jan Grygier
Tamara Henry
Anthony King
Jane Klein
Brian Kolodziejski
Margaret Lamb
Tom Libby
Patricia Mallan
Tony Marcus
Edward Martinez
Catherine McLane
Robert Menzimer
Toni Moore
Melanie Nuni
Timothy M. Pariani
Carmen Perea
Dominica Phetteplace
Ivan Rosales-Montes
Samuel and Gina Saddik
Katherine Schugren-Meyer
Ann Segesman
Lia Shigemura
Diana Smith
Franz Snyder
Carla Spain
Erika Strohlic Abelon
Tim Sullivan
Crystal Ulrich
Julianne Vaccaro
Amber Valdez
Dorothy Vance
Madeline Venable
Eva Vincent
Jørgen "Yogi" Vindum
Faye White
Kathryne Young

STAFF

Brian Stanley
Executive Director

Amber Valdez
Associate Director

Benj Vardigan
Communications Manager

Tamara Dukes
Client Services Manager

Alice Kuo
Communications and Outreach Coordinator

Mike Barr
Vice President of Finance and Operations

Joanna Kaplan Rasheed
Manager, Development

Ruth Marcus
Grants Coordinator

Helen Vance
Finance and Administrative Associate

Kenya Broadnax
Special Programs Assistant

BOARD OF DIRECTORS

Vanessa Coleman
Co-President

Robert Spencer
Co-President

Jose Corona
Vice President

Lillian Cordova-Lopez
Secretary

Sedrick Tydus
Treasurer

Samir Bolar
Member-at-Large

Brendan Cullen
Member-at-Large

Jonathan Klein
Member-at-Large

Carrie McPherson Douglass
Member-at-Large

TO CONTACT OSF:
PO Box 27148 Oakland, CA 94602
(510) 510-842-3461 (phone) (510) 225-3350 (fax)
www.oaklandschoolsfoundation.org



The ACORN name and logo are registered marks of ACORN

7 POLICY NUMBER: 201316926NPO
COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.**

**ADDITIONAL INSURED-DESIGNATED PERSON
OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: **Oakland Unified School District**

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 2/19/2013
PRODUCER (510)548-8200 x307, Fax(510)548-6145 Fidelity Insurance Service 801 Allston Way Berkeley, CA 94710 Steven Holland		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Oakland Schools Foundation P.O. Box 20238 Oakland CA 94620		
		INSURERS AFFORDING COVERAGE INSURER A: NIAC INSURER B: Markel Insurance Co. INSURER C: INSURER D: INSURER E:
		NAIC #

COVERAGES							
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR/ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	201216926NPO	09/15/2012	09/15/2013	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 20,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY	201216926NPO	09/15/2012	09/15/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	MWC000026103	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificate holder is named Additional Insured with respect to the insured's operations.

CERTIFICATE HOLDER

Oakland Unified School District
 1025 Second Avenue
 Oakland, CA 94606

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Tracy White/TRW