Board Office Use: Legislative File Info.					
File ID Number:	14-0616				
Introduction Date:	04/23/2014				
Enactment Number:					
Enactment Date:					



# Memo

To:

Board of Education

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

Board Meeting Date: 04/23/2014

Subject: Professional Service Contract

Contractor: East Bay Consortium of Oakland, CA

Services for: 302-FREMONT HIGH

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and East Bay Consortium, Oakland, CA, for the latter to provide: East Bay Consortium will provide support in establishing our College and Career Information Center (CCIC). The CCIC will help with transcript evaluations, helping students plan for college and meet all graduation and A-G requirements.

In addition, the East Bay Consortium will provide students with information on how to submit the Free Application For Federal Student Aid (FAFSA) so that students meet the March 2 deadline for submission. Students will also receive support in the search of grants and scholarships for financial assistance.

The East Bay Consortium will also provide support for students when they are registering for the

## **Background:**

(A one paragraph explanation of why the consultant's services are needed.) Our students need support and guidance in order to ensure they meet all deadlines for post secondary opportunities. This includes test dates, college deadlines and the FAFSA deadline. We only have 1 counselor for approximately 700 students. Furthermore, not all our students have access to computers at home. The CCIC will in essence eliminate two barriers, access to technology and lack of knowledge.

East Bay Consortium will provide support in establishing our College and Career Information Center (CCIC). The

CCIC will help with transcript evaluations, helping students plan for college and meet all graduation and A-G requirements.

(QUANTIFY what is being purchased.)

In addition, the East Bay Consortium will provide students with information on how to submit the Free Application For Federal Student Aid (FAFSA) so that students meet the March 2 deadline for submission. Students will also receive support in the search of grants and scholarships for financial assistance.

The East Bay Consortium will also provide support for students when they are registering for the SAT/ACT college entrance exams.

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**Fiscal Impact:** Funding resources below not to exceed \$12,000.00

\$12,000.00 General Purpose-Unrestricted

# Attachments: Professional Services Contract including Scope of Work Waiver Summary Resume / Statement of Qualifications EPLS Search Results Page

Insurance Certification (if no Waiver was granted)

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## PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between \_\_\_\_\_\_ East Bay Consortium (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:

- 1. 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 \_\_\_\_\_\_\_\_\_, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \_\_\_\_\_\_\_ 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 06/06/2014
- 3. **Compensation**: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed
  Twelve Thousand

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 \$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.

- 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.
- 7. **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:

Requisition No.

P.O. No. \_\_\_\_\_

**Professional Services Contract** 

presentative:	CONTRACTOR:			
EMILIANO SANCHEZ	Name:	Monica Montenegro		
. 302-FREMONT HIGH	Title:	Officer (Executive)		
	Address	1100 Third Ave. P-3		
akland, CA 94601		Oakland, CA 94606		
(510) 434 - 5257	Phone:	(510) 451-5917		
	EMILIANO SANCHEZ . 302-FREMONT HIGH 4610 Foothill Blvd Oakland, CA 94601	EMILIANO SANCHEZ       Name:		

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

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

#### 9. Insurance:

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

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- □ CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- 10. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 11. **Assignment**: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- 12. Non-Discrimination: It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

#### Professional Services Contract

- 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/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.

## OAKLAND UNIFIED SCHOOL DISTRICT

## CONTRACTOR

MARIA SANTOS  President, Board of Education  Superintendent or Designee	03/25/2014	Monica Montenegro	03/25/2014
	Date	Contractor eSignature	Date
Secretary, Board of Education	Date	Monica Montenegro, Offic Print Name, Title	er (Executive)

## **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.

Students will receive their transcript evaluations and have a good understanding of their academic status towards graduation and college acceptance. Students will be better informed so that they are able to make choices for post secondary opportunities. Students will be able apply to colleges and submit their FAFSA applications prior to the deadlines. Students will also be able to search for scholarships and grants to pay for their post secondary education. East Bay Consortium will provide support in establishing our College and Career Information Center (CCIC). The CCIC will help with transcript evaluations, helping students plan for college and meet all graduation and A-G requirements. In addition, the East Bay Consortium will provide students meet the March 2 deadline for submission. Students will also receive support in the search of grants and scholarships for financial assistance. The East Bay Consortium will also provide support for students when they are registering for the SAT/ACT college entrance exams.

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.

As a result of the services provided, more of our students will graduate from high school as there will be more individuals to evaluate and track their academic progress and detect any deficiencies sooner providing more time to do credit recovery. As a result of the services, more students will be able to get into college and find the economic resources to pay for post secondary education.

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

- Ensure a high quality instructional core
- Develop social, emotional and physical health
- Create equitable opportunities for learning
- High quality and effective instruction

- Prepare students for success in college and careers
- Safe, healthy and supportive schools
- Accountable for quality
- 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: 302-FREMONT HIGH

## **Principal / Department Head: EMILIANO SANCHEZ**

**Contractor Name: Monica Montenegro** 

**Business Name: East Bay Consortium** 

**Contract Type: Standard** 

Anticipated Start Date: 09/06/2013

Contract End Date: 06/06/2014

Rate Type: FLAT

Contract Amount: \$12,000.00

## Applicable Waivers

Approved by Risk Management

**Insurance-Reduction Waiver Status: NA** 

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

**Other Reduction Amount: NA** 

**Approval Date:** 

Approved by Deputy Superintendent

<b>Billing Waiver Status: Approved</b>	Approval Date: 03/19/2014
Fingerprint Waiver Status: Approved	Approval Date: 03/19/2014
TB Test Waiver Status: Approved	Approval Date: 03/19/2014

East Bay Consortium of Educational Institutions, Inc. (EBC)

# AGENCY HISTORY

The East Bay Consortium of Educational Institutions, Inc. (EBC) was established in 1978 to improve opportunities for students in the East Bay to finish high school and enroll in a college or university. EBC has been successful in consolidating the efforts and knowledge of its 12 member institutions into a solid campaign to increase higher education accessibility to the students it serves. The Consortium's main focus is to raise the achievement levels and provide advisement to students interested in pursuing an education beyond high school. Services include: academic and college advising, educational workshops, college visits, college fairs, parent programs and a scholarship program.

EBC operates as a collaborative of 12 educational institutions in the Bay Area. Together, EBC works to bring East Bay youth the widest possible range of services. With their help, our efforts are multiplied, and we can positively affect thousands of young women and men each year. Some of our member institutions are: OUSD, CSU East Bay, UC Berkeley, Laney and Merritt Colleges, Holy Names University, Mills and Saint Mary's College. Each institution is represented on EBC's board of directors.

The Consortium operates a broad range of programs: The California Student Opportunity and Access Program one of 16 regional Cal-SOAP projects operated for over 30 years under contract with the California Student Aid Commission helps students improve their academic performance and makes information about postsecondary education and financial aid more widely available. 9,000 students are served each year. Our 5 College and Career Information Centers are dedicated to promoting access to higher education. Over the past 10 years we have helped over 2000 young people achieve college admissions and prestigious scholarships. For the last 8 years, EBC has served as the Regional Coordinator for the statewide program Cash for College. Over 50 financial aid workshops provide free assistance to over 3,000 students and families completing the Free Application for Federal Student Aid (FAFSA), and other forms required for financial aid for college. For the past 7 years, the EBC has received over 1.6 million dollars for scholarships from the College Access Foundation of California. 240 students have received scholarships for college.

# STAFFING

Jaliza Collins will have primary responsibility for managing activities at the College and Career Information Center. Originally from Oakland, California Jaliza has a keen personal understanding of the challenges the students face today. Jaliza is a Fremont alumni and a former East Bay Consortium/Cal-SOAP student participant since 6<sup>th</sup> grade. Jaliza began working for the East Bay Consortium as a college and career advisor while she was in college. After graduation, she became the Activities Coordinator in charge of the College and Career Information Centers at Castlemont and Fremont. Jaliza graduated from San Francisco State University.

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PRODUCER		I	·	CONTÁ NAME:	CT				
Diablo Valley Insurance Age 801 Ygnacio Valley Rd, Ste 1	ncy 00			PHONE (A/C, N E-MAIL ADDRE	o. Ext):		FAX (A/C, No		L
Walnut Creek, CA 94596 Jay Marie Garcia				E-MAIL ADDRE	SS:		1.0.00	T.	
Jay Marie Garcia						URER(S) AFFO	RDING COVERAGE		NAIC #
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INSURED East Bay Con Educational In	sortium of			INSURE	R8;			_	
1100 Third Av	e P-3			INSURE	RC:				
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COVERAGES				INSURE	RF:				
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	,						MED EXP (Any one person) PERSONAL & ADV INJURY	\$ \$	1,000,000
							GENERAL AGGREGATE	\$	2,000,000
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If yes, describe under DESCRIPTION OF OPERATIONS	S below						E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT		
							C.E. DIOLOGE PEOPLOT Lan		
DESCRIPTION OF OPERATIONS / LOC	ATIONS / VEHICLES	(Attach	J ACORD 101, Additional Remarks	Schedule	if more space is	required)			<u> </u>
The certificate holds form CG20110196 as re information center.	er listed b	പ്രം	is included as ad	ditio	nal incur	ad non			
CERTIFICATE HOLDER				0410					
CERTIFICATE HOLDER CANCELLATION OAKLA10									
Oakland Unifie District 900 High Stree				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
900 High Street Oakland, CA 94601			Ron Darcia						

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## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization. OAKLAND UNIFIED SCHOOL DISTRICT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you,

CG 20 26 07 04

## MPLOYERS E

### EN

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

	LIABILITT INSORANCE FOLICT				
EMPLOYERS COMPENSATION INS CO A Stock Company	Policy Number From To				
	EIG 1550916 01 09/01/2013 09/01/2014 12:01 A.M. Standard Time at the described location				
RENEWAL DECLARATION Trar	isaction				
INFORMATION PAGE CARRIER NAME EMPLOYERS COMPENSATION INS CO NCCI Carrier # 41394 WCIRB CARRIER#	00441 EIG155091600				
Named Insured and Address	Agent Address				
EAST BAY CONSORTIUM OF EDUCATI 1100 3RD AVENUE P3 OAKLAND CA 94606	ADP INS-PITTSBURG 1 ADP BLVD ROSELAND, NJ 07068				
Other Workplaces Not Shown Above:	Telephone:         714-739-7428         0033005           See Schedule         0033005				
Extended Named Insured:	See Schedule				
<ul> <li>Unemployment Id Number:</li> <li>ITEM 2. POLICY PERIOD is from 12:01 A.M., 09/01/2013 insured's mailing address.</li> <li>ITEM 3. COVERAGE</li> <li>A. Workers' Compensation Insurance: Part One of the polisted here: CA</li> </ul>	to 12:01 A.M., 09/01/2014 Standard Time at the olicy applies to the Workers' Compensation Law of the states				
Bodily Injury by Disease \$	1,000,000 Each Accident 1,000,000 Policy Limit				
	1,000,000 Each Employee				
C. Other States Insurance: Part Three of the policy applies	to the states, if any, listed here:				
All states EXCEPT monopolistic states					
<b>D</b> . This policy includes these endorsements and schedules	: See Endorsement Schedule.				

## **ITEM 4. PREMIUM**

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

#### CLASSIFICATIONS SEE SCHEDULE OF CLASSIFICATIONS ON FOLLOWING PAGE(S) **Minimum Premium** Total Estimated Annual Premium **Deposit Premium** Interim Adjustment of Premium \$750 \$0.00 \$4,472 Annual Servicing Office Authorized Representative: -EMPLOYERS COMPENSATION INS CO 412 PARKCENTER BLVD., SUITE 320 BOISE, ID 83706-7565 Countersigned by: -07/19/2013 Date: Group Code: ADP