Board Office Use: Legislative File Info.					
File ID Number: 14-0764					
Introduction Date: 05/14/2014					
Enactment Number:					
Enactment Date:					



## Memo

**Board of Education** To:

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

Board Meeting Date: 05/14/2014

**Professional Service Contract** Subject:

> ConnectEd of Berkeley, CA Contractor:

Services for: 909-PROFESSIONAL DEVELOPMENT

**Board Action Requested** 

Ratification by the Board of Education of a Professional Services Contract between the District and and Recommendation: ConnectEd, Berkeley, CA, for the latter to provide: ConnectEd to Provide hours of professional development in integrated curriculum development and curriculum mapping for experienced pathway teams, for the period of 03/03/2014 through 06/30/2014 in an amount not to exceed \$13,400.00.

## **Background:**

(A one paragraph explanation of why the consultant's services are needed.) ConnectEd provides implementation support for Linked Learning school district, including OUSD. Workshops include sessions on curriculum mapping, selection of appropriate and relevant topics and driving questions, standards alignment, and culminating project development, as well as discussion of various issues surrounding integrated curriculum implementation.

ConnectEd to Provide hours of professional development in integrated curriculum development and curriculum mapping for experienced pathway teams,

## **Discussion:**

(QUANTIFY what is being purchased.)

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Introduction Date:	05/14/2014				
Enactment Number:					
Enactment Date:					



Fiscal Impact: Funding resources below not to exceed \$13,400.00

\$13,400.00 CONNECT ED

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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rate, total payment requested.

below:

eRev. 3/11/13



## PROFESSIONAL SERVICES CONTRACT 2013-2014

	TROI ESSIONAL SERVICES CONTRACT = 1 1 = 1 1
Thi	s Agreement is entered into betweenConnectEd
he spe	ONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons ecially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and impetent to provide such services. The parties agree as follows:
1.	<b>Services</b> : CONTRACTOR shall provide the ("Services" or "Work") as described in <b>Exhibit "A,"</b> attached hereto and incorporated herein by reference.
2.	<b>Terms</b> : CONTRACTOR shall commence work on $\frac{03/03/2014}{}$ , or the day immediately following approval by the Superintendent
	if the aggregate amount CONTRACTOR has contracted with the District is below
	by the Board of Education if the total contract(s) exceed
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed
	Dollars (\$13,400.00) [per fiscal year], at an hourly billing rate not to exceed per hour. This sum shall be for
	full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to,
	labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.
	If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.
	OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for
	OUSD, except as follows: No Reimbursements
	Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.
	The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.
4.	Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this
	Agreement except: NONE ,
	which shall not exceed a total cost of\$0.00
5.	CONTRACTOR Qualifications / Performance of Services:
	<b>CONTRACTOR Qualifications</b> : 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.
	<b>Standard of Care</b> : 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.
ร	Invoicing: Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OLISD. All amounts paid by

Requisition No. R0409722 P.O. No. P1406966

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

**Notices**: All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth

#### **Professional Services Contract**

OUSD Representative:			CONTRACTOR:				
Name:	GRETCHEN LIVESEY	Name: _	Carl Taibl				
Site /Dept	. 909-PROFESSIONAL DEVELOPMENT	Title:	Officer (Executive)				
Address:	2607 Myrtle Street	Address:	2150 Shattuck Ave, Ste 1200				
_	Oakland, CA 94607		Berkeley, CA 94706				
Phone:	510.273.2360	Phone:	510-849-4945				

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

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

#### 9. **Insurance**:

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

Check one of the boxes below:

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

## OR

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

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	9		

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

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

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

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#### **Professional Services Contract**

OAKLAND UNIFIED SCHOOL DISTRICT

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

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

CONTRACTOR

MARIA SANTOS	04/03/2014	Carl Taibl	04/09/2014
☐ President, Board of Education  Superintendent or Designee	Date	Contractor eSignature	Date
		Carl Taibl, Officer (E	Executive)
Secretary, Board of Education	Date	Print Name, Title	

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## **EXHIBIT "A" SCOPE OF WORK**

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED  $\underline{\text{WITHOUT}}$  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. Scope of Work is Attached

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2.	<b>Specific Outcomes:</b> 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.  John Watkins will serve as pathway coach for Oakland Unified School District. As a result of this professional development and technical expertise, teachers will be able to create integrated projects and related assessments that
	will assist students in becoming fully prepared for college and career. They will improve their ability to use data to identify areas of need, use technology to map curriculum, and create compelling assessments based on the designated pathway outcomes. As a result, students will complete high school better prepared for college, career, and life.
3.	Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)   I Ensure a high quality instructional core  I Prepare students for success in college and careers  I Develop social, emotional and physical health  I Safe, healthy and supportive schools  I Create equitable opportunities for learning  I Accountable for quality  I High quality and effective instruction  I 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): 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.
	<ol> <li>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.</li> <li>Meeting announcement for meeting in which the CSSSP modification was approved.</li> </ol>
	<ol> <li>Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.</li> <li>Sign-in sheet for meeting in which the CSSSP modification was approved.</li> </ol>

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## Scope of Work

ConnectEd will provide professional development for pathway teacher teams. Participants will develop and implement integrated projects that 1) allow students to experience the connections between their academic and technical courses 2) create opportunities for students to participate in compelling work based learning experiences, Technical assistance and coaching is provided throughout the training process to help teachers create projects and relevant assessments.

As a result of this professional development and technical expertise, teachers will be able to create integrated projects and related assessments that will assist students in becoming fully prepared for college and career. They will improve their ability to use data to identify areas of need, use technology to map curriculum, and create compelling assessments based on the designated pathway outcomes. As a result, students will complete high school better prepared for their best future

## ContractsOnline: Contract Waiver Summary

**Site Number-Name: 909-PROFESSIONAL DEVELOPMENT** 

**Principal / Department Head: GRETCHEN LIVESEY** 

**Contractor Name: Carl Taibl** 

**Business Name: ConnectEd** 

**Contract Type: Standard** 

Anticipated Start Date: 03/03/2014 Contract End Date: 06/30/2014

Rate Type: FLAT Contract Amount: \$13,400.00

## **Applicable Waivers**

## **Approved by Risk Management**

**Insurance-Reduction Waiver Status: NA** 

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

**Other Reduction Amount: NA** 

**Approval Date:** 

## **Approved by Deputy Superintendent**

Billing Waiver Status: Approved Approval Date: 04/03/2014

Fingerprint Waiver Status: Approved Approval Date: 04/03/2014

TB Test Waiver Status: Approved Approval Date: 04/03/2014



## Statement of Qualification

ConnectEd: The California Center for College and Career is dedicated to advancing practice, policy, and research aimed at helping young people prepare for both college and career through Linked Learning—a high school improvement approach. ConnectEd's mission is to support the development of Linked Learning pathways by which California's young people can complete high school, enroll in postsecondary education, attain a formal credential, and embark on lasting success in the world of work, civic affairs, and family life.

In 2008, ConnectEd launched the California Linked Learning District Initiative to actively effect change at the district-systems level in nine school districts throughout the state of California. Through coaching, professional development, and technical assistance provided by ConnectEd, districts modify and create policies, structures, and practices that support implementation of high-quality pathways; build capacity among district and pathway leadership; and, most importantly, transform the nature of teaching and learning within pathways to substantially improve student outcomes.

ConnectEd's Linked Learning Coaches are experienced practitioners who provide support for Linked Learning at two levels: district-level systems development, and pathway design and development. Their primary goal of coaching is to build capacity of district, school-site, and pathway leadership to implement and sustain of a system of high-quality Linked Learning pathways.

ConnectEd's Coaching Community of Practice is comprised of a cadre of skilled district- and pathway-level coaches who were selected because of the specific strengths they bring to this work. The Coaching Community of Practice works cooperatively to serve the needs of all Linked Learning districts and pathways. District and pathway coaches are assigned to complement the unique needs of a district and its pathways. Usually assigned as a district and pathway coaching team, coaches employ a set of proven tools to assist staff in assessing current status, determining gaps, and designing and implementing viable action plans.

#### BOARD OF DIRECTORS

#### Ted Mitchell, Chair

CEO, NewSchools Venture Fund; Former President, State Board of Education

#### Milton Chen

Senior Fellow, George Lucas Educational Foundation

#### **Edwin Diaz**

Former Superintendent, Pasadena and Gilroy Unified School Districts

#### Ken Noonan

Superintendent Emeritus, Oceanside Unified School District

#### Carl Rosendahl

Faculty, Carnegie Mellon University

## **Richard Whitmore**

Chief Administrative Officer, WestEd

Gary Hoachlander, Ex Officio President of ConnectEd

ConnectEd was founded with a grant from The James Irvine Foundation



## CERTIFICATE OF LIABILITY INSURANCE

**CONNE-2** OP ID: LD

DATE (MM/DD/YYYY) 03/17/2014

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

	to hereof in hou of outil theoreticality.					
PRODUCER Suhr Risk Services 5300 Stevens Creek Blvd. San Jose, CA 95129 Select Accounts Department		CONTACT				
		INSURER(S) AFFORDING COVERAGE	NAIC #			
		INSURER A: The Hartford	29424			
INSURED	ConnectEd, The California	INSURER B : Nonprofits Ins. Alliance of CA				
	Center for College and Career 2150 Shattuck Avenue, Ste 1200 Berkeley, CA 94704	INSURER C:				
		INSURER D:				
		INSURER E :				
		INSURER F:				
COVEDA	GES CEDTIFICATE NUMBED:	DEVISION NUM	IDED.			

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000
В	X COMMERCIAL GENERAL LIABILITY	X	201323640NPO	07/03/2013	07/03/2014	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$	20,000
						PERSONAL & ADV INJURY	\$	1,000,000
	X Liquor Liab					GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY PRO- JECT LOC						\$	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
В	ANY AUTO		201323640NPO	07/03/2013	07/03/2014	BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT)	\$	
							\$	
	X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	1,000,000
В	EXCESS LIAB CLAIMS-MADE		201323640UMBNPO	07/03/2013	07/03/2014	AGGREGATE	\$	1,000,000
	DED X RETENTION\$ 10,000						\$	
	WORKERS COMPENSATION					X WC STATU- TORY LIMITS OTH- ER		
Α	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	57WECFV1794	08/01/2013	08/01/2014	E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Certificate Holder is being named as additional insured with respects to liaiblity arising out of Named Insured's operations and per attached form CG2010.

CERTIFICATE HOLDER	CANCELLATION

**Oakland Unified School** District Attn: Risk Management 900 High Street Oakland, CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**OAKLAN2** 

#### POLICY NUMBER: 201323640NPO

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

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS – SCHEDULED 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):	Location(s) of Covered Operations
Oakland Unified School District	
Information required to complete this Schedule, if not sho	and the Declaration

- A. 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:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.