Board Office Use: Legislative File Info.					
File ID Number:	14-0875				
Introduction Date:	6/11/2014				
Enactment Number:					
Enactment Date:					



# Memo

To:

Board of Education

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

Board Meeting Date: 06/11/2014

Subject: Professional Service Contract

Contractor: Aspiranet, dba Experience Corps of San Francisco, CA

Services for: 108-CLEVELAND

**Board Action Requested** and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Aspiranet, dba Experience Corps, San Francisco, CA, for the latter to provide: one on one and small group reading instruction and tutoring to students reading below grade level, per site plan. for the period of 04/14/2014 through 06/13/2014 in an amount not to exceed \$5,000.00.

<b>Background:</b> (A one paragraph explanation of why the consultant's services are needed.)	Services are needed to raise students reading abilities to grade level so they can fully access the curriculum.
<b>Discussion:</b> (QUANTIFY what is being purchased.)	one on one and small group reading instruction and tutoring to students reading below grade level, per site plan.

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**Fiscal Impact:** Funding resources below not to exceed \$5,000.00

\$5,000.00 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**

Aspiranet, dba Experience Corps

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 1 herein by reference.
- 04/14/2014 \_\_\_\_\_, or the day immediately following approval by the Superintendent Terms: CONTRACTOR shall commence work on 2 if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100.00 in the current fiscal year; or, approval \$84,100.00 , whichever is later. The work shall be completed no later than by the Board of Education if the total contract(s) exceed 06/13/2014
- Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The 3. five thousand compensation under this Contract shall not exceed

\$5,000.00 ) [per fiscal year], at an hourly billing rate not to exceed per hour. This sum shall be for Dollars (

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 4. NONE Agreement except:

\$0.00 which shall not exceed a total cost of

#### **CONTRACTOR Qualifications / Performance of Services:** 5.

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 gualifications 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 6 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 7. 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:

R0410662

P1408197 P.O. No.

**Professional Services Contract** 

OUSD Representative:			CONTRACTOR:		
Name:	PETER VAN TASSEL	Name:	Vernon Brown		
Site /Dept	. 108-CLEVELAND	Title:	CEO		
Address:		Address	3925 Noriega Street		
_	Oakland, CA 94606		San Francisco, CA 94122		
Phone:	5108743600	Phone:	510-495-4966		

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	04/30/2014	Vernon Brown	04/30/2014
<ul> <li>President, Board of Education</li> <li>Superintendent or Designee</li> </ul>	Date	Contractor eSignature	Date
		Vernon Brown, G	CEO
Secretary, Board of Education	Date	Print Name, Title	•

### **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.

Scope of Work is Attached

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.

Participants will show growth in reading ability according to SRI and DIBELS scores and will receive one on one and small group reading instruction and tutoring to students reading below grade level, per site plan.

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.

## Scope of Work

## 1. Description of Services to be provided:

Aspiranet, dba Experience Corps, will provide one-on-one and small group literacy tutoring and mentoring to approximately 160 targeted K-3rd grade students who are English Language Learners and/or are not performing at gradelevel benchmark. Tutors will also be trained to align their instruction behind the Common Core State Standards.

## 2. Specific Outcomes

As a result of the ongoing tutoring and mentoring provided by Experience Corps, a minimum of 85% of students' reading and literacy performance as well as participation and concentration in class will be positively impacted, both of which align with the site's goals of moving more Title I students closer to grade-level proficiency in English Language Arts.



## ContractsOnline: Contract Waiver Summary

Site Number-Name: 108-CLEVELAND

**Principal / Department Head: PETER VAN TASSEL** 

**Contractor Name: Vernon Brown** 

**Business Name: Aspiranet, dba Experience Corps** 

**Contract Type: Standard** 

Anticipated Start Date: 04/14/2014

Contract End Date: 06/13/2014

Rate Type: FLAT

Contract Amount: \$5,000.00

## Applicable Waivers

Approved by Risk Management

**Insurance-Reduction Waiver Status: NA** 

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

**Other Reduction Amount: NA** 

**Approval Date:** 

Approved by Deputy Superintendent

**Billing Waiver Status: Approved** 

Approval Date: 04/28/2014

**Fingerprint Waiver Status: NA** 

**Approval Date:** 

**TB Test Waiver Status: NA** 

**Approval Date:** 



2013-14 School Year

To Whom It May Concern:

**Experience Corps Bay Area** submits this Statement of Qualifications to the Oakland Unified School District (OUSD) to support our work in Oakland in a unique intervention program which addresses two of the community's major challenges: improving academic achievement among at-risk elementary school students and increasing healthy aging behaviors among older adults. Experience Corps Bay Area<sup>1</sup> (ECBA), operating successfully since 1998, is a unique civic engagement program – based on a national model (currently in 20 cities) – which recruits, trains and engages teams of local older adults (50+) to work as tutors and mentors before, during and after school in low-performing schools with students who have poor grades and/or test scores, learning disabilities or are limited English-proficient. Launched in three elementary schools in Oakland in 2005, EC Oakland is now in eight (8) of OUSD's most vulnerable Title I elementary schools, where significant proportions of children are students of color, economically disadvantaged and/or English language learners. Our mission is to increase the academic performance and self-confidence of these students by providing focused, individualized attention, as well as create an intergenerational bridge between children and older adults, thereby enhancing the school and the overall community. It is a unique multi-level approach to health improvement that has tremendous benefits, and coupled with its youth education focus, serves a dual-benefit to society.

All members of the ECBA staff have either extensive professional experience and/or educational backgrounds, including education, youth development, gerontology, training, and/or program evaluation. For example, all of our Site Coordinators have BA or BS degrees, some Masters degrees, and one a PhD in Education. The Member Support Director has her Masters Degree in English, college-level teaching experience and six years of on-the-ground recruitment experience. Our Literacy Trainer is a credentialed teacher with nearly a decade of experience teaching low-income students. While our Special Projects Coordinator managed the implementation of complex evaluations, including federal grant reporting requirements, and has her degree from UC Davis. Full staff resumes are available upon request.

<u>All ECBA tutors/mentors have completed written applications, been interviewed in person, received</u> <u>fingerprint/background/reference checks (DOJ and FBI), been cleared for TB, and completed pre-service</u> <u>and in-service training in youth development, tutoring techniques, mentoring skills, conflict resolution,</u> <u>behavioral management topics</u>. They also continue to receive on-site support and on-the-job training through our Site Coordinators and monthly team meetings.

In terms of intended outcomes and evaluating our success, the program tracks educational outcomes for students (based on teacher assessments) – for example: ECBA Members impact on students' concentration in class, students' attainment of grade level benchmarks, and students' motivation to learn (as well as the mental and physical health outcomes for older adults). In addition, ECBA members receive regular performance reviews to ensure they are providing high quality services. All of these result in increased academic benchmarks for a greater number of Oakland students as well as improved health benchmarks for local older adults. This intensive focus on results can also make OUSD confident that its support in Experience Corps will be well invested.

If you have any questions or wish to discuss this further, please do not hesitate to reach me at 510-495-4966 or dmoren@aspiranet.org.

Best regards,

David Moren Director of School Relations, Experience Corps Bay Area

P.S. We are also proud to have been given OUSD's 2012-13 "Partner Organization of the Year" Award.

<sup>&</sup>lt;sup>1</sup> Experience Corps Bay Area is a program of Aspiranet, a California 501(c)3 non-profit serving children, families and communities since 1975.

#### **CERTIFICATE OF LIABILITY INSURANCE** ACORD

Date (MM/DD/YR) 12/13/13

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.
MPORTANT: 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 require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of
such endorsement(s).

PRODUCER Heffernan Insurance Brokers	CONTACT NAME:	
1350 Carlback Avenue Walnut Creek, CA 94596	PHONE         925-934-8500         FAX (A/C,No,Ext):         925-934-8278           EMAIL         ADDRESS:         ADDRESS:         ADDRESS:	
CA License #0564249	INSURERS AFFORDING COVERAGE NAIC #	
INSURED	INSURER A: Lexington Ins. Co. 19437	
Aspiranet	INSURER B: Granite State Ins. Co. 23809	
400 Oyster Point Blvd., Suite 501 South San Francisco, CA 94080	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

#### COVERAGES **CERTIFICATE NUMBER:** THIS IS TO CERTIFY THAT 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	ADD L INS R	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL L LIABILITY						EACH OCCURRENCE	\$ 1,000,000
A	X COMMERCIAL GENERAL LIABILITY	x		41-LX-008996132-8	12/16/13	12/16/14	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 200,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$ 5,000
	X \$25,000 Per Occurrence Deductible						PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
	GEN'L. AGGREGATE LIMIT APPLIES PER	]					PRODUCTS - COMP/OP AGG	\$ 1,000,000
	X POLICY PROJECT LOC							\$
							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
В	X ANY AUTO			02-CA-003893706-8	12/16/13	12/16/14	BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	X         Comp Ded \$1,000         X         Coll Ded \$1,000							\$
	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ 2,000,000
A	EXCESS LIAB CLAIMS-MADE			41-UD-000273533-08	12/16/13	12/16/14	AGGREGATE	\$ 2,000,000
	DED X RETENTION \$10,000	]						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU- TORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/						E.L. EACH ACCIDENT	\$
	OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.)	N/A					E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
В	Crime – Employee Theft			02-LX-008996141-8	12/16/13	12/16/14	Limit: \$ 500,000	Ded: \$500
А	Professional Liability – Claims Made Retro Date: 12/16/00			41-LX-008996132-8	12/16/13	12/16/14	Each Wrongful Act Aggregate Limit Deductible – Each Wrongful Act	\$ 1,000,000 \$ 3,000,000 \$ 25,000

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

Re: As Per Contract or Agreement on File with Insured. Oakland Unified School District, its Officers, Employees, Volunteers or Agents are named as additional Insured on General Liability as per attached CG2026.

CANCELLATION

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

**REVISION NUMBER:** 

AUTHORIZED REPRESENTATIVE

In

Oakland Unified School District 1025 2nd Street Oakland, CA 94606

ACORD 25 (2010/05)

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## **DESCRIPTION OF OPERATIONS CONTINUED:**

INSURED'S NAME: Aspiranet

CERT HOLDER NAME: Oakland Unified School District

Abuse and Molestation Coverage: Claims Made

Insurer Letter A	Policy Number 41-LX-008996132-8	Effective 12/16/13	Expiration 12/16/14	Limits of Insurance: \$2,000,000 Each Incident Limit
				\$2,000,000 Aggregate Limit \$0 SIR/Deductible

Retroactive Date: 12/16/2006

#### 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 Additional Insured Person(s) or Organization(s)

Oakland Unified School District, its Officers, Employees, Volunteers or Agents

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.

DR NEG/ NOT CON IE CERT DITIONAL JUITO AL JUITO AL JUITO AL JUITO AL JUITO AL JUITO	ATIVELY ISTITUT IFICATE INSUR	AMEND, EXTEND ( E A CONTRACT BE HOLDER. ED, the policy(ies) m	DR ALTER THE TWEEN THE IS ust be endorse this certificate of CONTACT NAME: PHONE (A/C,No,Ext): EMAIL ADDRESS: INSURERS	E COVERAGE . SSUING INSUF d. If SUBROGA does not confer 925-934-8500	HE CERTIFICATE HOL AFFORDED BY THE P RER(S), AUTHORIZED TION IS WAIVED, sub rights to the certificate	OLICIES BELOW.
rificat CE LISTE			this certificate of NAME: PHONE (A/C,No,Ext): EMAIL ADDRESS: INSURERS	does not confer 925-934-8500	FAX	holder in lieu of
ICE LISTE			NAME: PHONE (A/C,No,Ext): EMAIL ADDRESS: INSURERS			25-934-8278
ICE LISTE		-	PHONE (A/C,No,Ext): EMAIL ADDRESS: INSURERS			25-934-8278
ICE LISTE			EMAIL ADDRESS:			25-934-8278
ICE LISTE			ADDRESS:			
ICE LISTE			INSURERS			
ICE LISTE				<b>VEEODDING</b>		
ICE LISTE		-			COVERAGE	NAIC #
ICE LISTE			INSURER A:	Lexington Ins.	19437	
ICE LISTE		-	INSURER B: INSURER C:	Granite State In	ns. Co.	23809
ICE LISTE		-	INSURER D:			
ICE LISTE		-	INSURER E:			
ICE LISTE			INSURER F:			
					SION NUMBER:	
ORDED B	ITION OF Y THE PC ED BY PA	ANY CONTRACT OR	OTHER DOCUM	ENT WITH RESP	VE FOR THE POLICY PER ECT TO WHICH THIS CE TERMS, EXCLUSIONS A	RTIFICATE MAY BE
ADD L INS R	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	TS
					EACH OCCURRENCE	\$ 1,000,000
X		41-LX-008996132-8	12/16/13	12/16/14	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 200,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 3,000,000
					PRODUCTS - COMP/OP AGO	\$ \$ 1,000,000
						\$
					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		02-CA-003893706-8	12/16/13	12/16/14	BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident	) \$
					PROPERTY DAMAGE	\$
					(Per accident)	
00					EACH OCCURRENCE	\$
E		41-UD-000273533-08	10/10/10	10/10/11	AGGREGATE	\$ 2,000,000
-		41-00-000273535-08	12/16/13	12/16/14	AGONEGATE	\$ 2,000,000
					WC STATU-	OTHER
4						\$
N/A						
-						
					E.L. DISEASE - POLICY LIMIT	\$
		02-LX-008996141-8	12/16/13	12/16/14	Limit: \$ 500,000	Ded: \$500
		41-LX-008996132-8	12/16/13	12/16/14	Each Wrongful Act Aggregate Limit Deductible – Each Wrongful Ac	\$ 1,000,000 \$ 3,000,000 t \$ 25,000
_	S (Attach Adured.	S (Attach ACORD 101, ured.	N/A         02-LX-008996141-8           02-LX-008996132-8         41-LX-008996132-8           S (Attach ACORD 101, Additional Remarks Scheured.         Scheured.	N/A         02-LX-008996141-8         12/16/13           41-LX-008996132-8         12/16/13           S (Attach ACORD 101, Additional Remarks Schedule, if more space ared.	N/A         02-LX-008996141-8         12/16/13         12/16/14           41-LX-008996132-8         12/16/13         12/16/14           S (Attach ACORD 101, Additional Remarks Schedule, if more space is required) ured.         12/16/14	N/A         E.L. EACH ACCIDENT           Image: N/A         E.L. DISEASE - EA EMPLOYER           Image: N/A         02-LX-008996141-8           1mage: N/A         12/16/13           1mage: N/A         12/16/13           1mage: N/A         12/16/13           1mage: N/A         12/16/13           1mage: N/A         12/16/14           1mage: N/A

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District 1025 2nd Street	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
Oakland, CA 94606	mn
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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 Additional Insured Person(s) or Organization(s)

Oakland Unified School District, its Officers, Employees, Volunteers or Agents

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.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR) 12/6/13

									12/0/10	
CERT	CERTIFICATE IS ISSUED AS A MATTER ( IFICATE DOES NOT AFFIRMATIVELY OR CERTIFICATE OF INSURANCE DOES NO	NEGA	TIVELY	AMEND, EX	XTEND	OR ALTER TH	E COVERAGE	AFFORDED BY THE PO		
	ESENTATIVE OR PRODUCER, AND THE									
IMPO and c	RTANT: If the certificate holder is an ADDIT onditions of the policy, certain policies require	IONAL	INSUR	ED, the polic						
PRO	endorsement(s). DUCER					CONTACT				
Heffe	rnan Insurance Brokers					NAME: PHONE		FAX oo		
1350	Carlback Avenue					(A/C,No,Ext):	925-934-8500	) (A/C,No): 92	5-934-8278	
Waln	ut Creek, CA 94596					EMAIL				
CA L	icense #0564249					ADDRESS:			1	
						INSURERS	AFFORDING	COVERAGE	NAIC #	
INSU	RED					INSURER A:	Granite State In	ns. Co.	23809	
Aspir	anet					INSURER B:				
400 C	yster Point Blvd., Suite 501					INSURER C:				
South	San Francisco, CA 94080					INSURER D:				
	·····					INSURER E: INSURER F:				
COV	ERAGES CERTIF			RER		INSOKEKT.	REVIS	SION NUMBER:		
	S TO CERTIFY THAT POLICIES OF INSURANCE	-	-							
NOTW	THSTANDING ANY REQUIREMENT, TERM OR D OR MAY PERTAIN, THE INSURANCE AFFOR POLICIES. LIMITS SHOWN MAY HAVE BEEN R	CONDI DED BY	TION OF THE PO	ANY CONTR	ACT OR	OTHER DOCUM	ENT WITH RESP	ECT TO WHICH THIS CER	TIFICATE MAY BE	
INSR		ADD L	SUBR			POLICY EFF	POLICY EXP			
LTR	TYPE OF INSURANCE	INS R	WVD	POLICY NU	MBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	5	
	GENERAL L LIABILITY							EACH OCCURRENCE	\$	
	COMMERCIAL GENERAL LIABILITY							PREMISES (Ea occurrence) MED EXP (Any one person)	\$	
								PERSONAL & ADV INJURY	\$	
		-								
		-						GENERAL AGGREGATE	\$	
	GEN'L. AGGREGATE LIMIT APPLIES PER							PRODUCTS - COMP/OP AGG	\$	
	POLICY PROJECT LOC								\$	
								COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO							BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$								\$	
	WORKERS COMPENSATION							WC STATU- TORY LIMITS	OTHER	
	AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE/							E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.)	N/A						E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
A	Crime			02-LX-00899	96141-8	12/16/13	12/16/14	Limit: \$ 500,000	Ded: \$500	
DESCP	 IPTION OF OPERATIONS / LOCATIONS / VEHICLES (A	ttach AC	ORD 101	Additional Rem	narks Sch	edule, if more space	e is required)			
	Per Contract or Agreement on File with Insured		ond for,				e lo requireu y			
CEDT	IFICATE HOLDER			~	ANCELL	ΔΤΙΟΝ				
					NUCELL					
				EX	PIRATIO			POLICIES BE CANCELLED BE DELIVERED IN ACCO		
	Oakland Unified School District			AU	THORIZED	D REPRESENTATIV	E			
1025 2nd Street Oakland, CA 94606					Mn					

ACORD 25 (2010/05)

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ACORD <sup>®</sup> CERTIFICA	TE OF LIABIL	ITY IN	SURA		DATE (MM/DD/YYYY) /27/2013					
THIS CERTIFICATE IS ISSUED AS A MATTER OF CERTIFICATE DOES NOT AFFIRMATIVELY OR N BELOW. THIS CERTIFICATE OF INSURANCE D REPRESENTATIVE OR PRODUCER, AND THE CER	NEGATIVELY AMEND, EXTE	ND OR ALT	ER THE CO	VERAGE AFFORDED BY	THE POLICIES					
IMPORTANT: If the certificate holder is an ADDITIC the terms and conditions of the policy, certain poli certificate holder in lieu of such endorsement(s).	ONAL INSURED, the policy(ie icies may require an endorse	es) must be e ment. A stat	ndorsed. If a tement on the	SUBROGATION IS WAIVE is certificate does not co	D, subject to nfer rights to the					
PRODUCER	CONTA NAME:	ст Tamara	Palmer							
Intercare Insurance Solutions	PHONE	PHONE (A/C, No. Ext):858-373-6965 (A/C, No):858-366-0544								
5375 Mira Sorrento Place #400 San Diego CA 92121	É-MAIL ADDRE	E-MAIL ADDRESS:tpalmer@intercaresolutions.com								
		INSURER(S) AFFORDING COVERAGE								
	INSURI	INSURER A Liberty Mutual Fire Insurance								
INSURED ASPIR-1		INSURER B :								
ASPIRAnet 400 Oyster Point Blvd., Suite 501		INSURER C :								
South San Francisco CA 94080		INSURER D : INSURER E :								
	INSURI									
COVERAGES CERTIFICATE N	IUMBER: 983181568			REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURAN INDICATED. NOTWITHSTANDING ANY REQUIREMENT. CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, TH	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 TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS						
GENERAL LIABILITY				EACH OCCURRENCE	6					
				PREMISES (Ea occurrence)     S       MED EXP (Any one person)     S	-					
					ε δ					
				GENERAL AGGREGATE	6					
GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$					
POLICY         JECT         LOC           AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT						
				· · · · · · · · · · · · · · · · · · ·	\$\$					
ALLOWNED SCHEDULED AUTOS AUTOS				BODILY INJURY (Per accident)	\$					
HIRED AUTOS				(Per accident)	\$					
UMBRELLA LIAB OCCUR					\$					
EXCESS LIAB CLAIMS-MADE					5					
DED RETENTION \$					\$ \$					
A WORKERS COMPENSATION W(	C2Z91446188-013	7/1/2013	7/1/2014	X WC STATU- TORY LIMITS OTH- ER						
AND EMPLOYERS LABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE N N/A					\$1,000,000					
(Mandatory in NH) If yes, describe under				E.L. DISEASE - EA EMPLOYEE	\$1,000,000					
DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	\$1,000,000					
	OPD 404 Additional Bassarts Oct. 1		roquired							
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACC	ORD 101, Additional Remarks Schedule	e, if more space is	required)							
CERTIFICATE HOLDER	CAN	CELLATION								
Oakland Unified School District 1025 2nd Street	THE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.								
Oakland CA 94606		AUTHORIZED REPRESENTATIVE								
	<i> </i> ·	Minch yer								
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