

Board Office Use: Legislative File Info.	
File ID Number:	14-1048
Introduction Date:	06/11/2014
Enactment Number:	
Enactment Date:	



# Memo

**To:** Board of Education  
**From:** GARY YEE, EdD, ACTING SUPERINTENDENT  
**Board Meeting Date:** 06/11/2014  
**Subject:** Professional Service Contract  
**Contractor:** National Equity Project of Oakland, CA  
**Services for:** 961-REGION 1 MIA SETTLES

**Board Action Requested and Recommendation:** Approval by the Board of Education of a Professional Services Contract between the District and National Equity Project, Oakland, CA, for the latter to provide: The National Equity Project will provide executive coaching to Sondra Aguilera, Janette Hernandez and Kimi Kean. Coaching will focus on organizational and program development, as well as transformational leadership development, i.e. facilitate and adaptive leadership skills, collaborative performance, and cultural competence. for the period of 09/15/2013 through 06/30/2014 in an amount not to exceed \$19,999.44.

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

The Regional Executive Officers Sondra Aguilera, Janette Hernandez and Kimi Kean have requested coaching services to support their leadership development. The National Equity Project offers a unique blend of technical expertise in best practices for school and district improvement, such as data-driven assessment and planning, and relational expertise and cultural competence that work together to transform our approach to educating children, especially children of color, to making lasting, positive changes in schools districts.

**Discussion:**  
 (QUANTIFY what is being purchased.)

The National Equity Project will provide executive coaching to Sondra Aguilera, Janette Hernandez and Kimi Kean. Coaching will focus on organizational and program development, as well as transformational leadership development, i.e. facilitate and adaptive leadership skills, collaborative performance, and cultural competence.

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**Fiscal Impact:** Funding resources below not to exceed \$20,000.00

**Attachments:** Professional Services Contract including Scope of Work  
Waiver Summary  
Resume / Statement of Qualifications  
EPLS Search Results Page  
Insurance Certification (if no Waiver was granted)

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**PROFESSIONAL SERVICES CONTRACT 2013-2014**

This Agreement is entered into between National Equity Project (CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 09/15/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100.00, whichever is later. The work shall be completed no later than 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Nineteen Thousand Nine Hundred Ninety Nine and 44/100 Dollars (\$19,999.44) [per fiscal year], at an hourly billing rate not to exceed \$277.77 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: No Reimbursements.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE, which shall not exceed a total cost of \$0.00.
- CONTRACTOR Qualifications / Performance of Services:**  
**CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.  
**Standard of Care:** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

**OUSD Representative:**

Name: SONDRA AGUILERA  
Site /Dept.: 961-REGION 1 MIA SETTLES  
Address: 1000 Broadway Suite 680  
Oakland, CA 94605  
Phone: 879-8666

**CONTRACTOR:**

Name: LaShawn Chatmon  
Title: CEO  
Address: 1720 Broadway, 4th Floor  
Oakland, CA 94612  
Phone: 510-208-0160

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

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

9. **Insurance:**

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

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

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

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

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

Professional Services Contract

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

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (https://www.epls.gov/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

President, Board of Education
 Superintendent or Designee

Secretary, Board of Education

Date

Date

CONTRACTOR

LaShawn Chatmon
Contractor eSignature
05/19/2014
Date

LaShawn Chatmon, CEO
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 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.

The National Equity Project will provide executive coaching to Sondra Aguilera, Janette Hernandez and Kimi Kean. Coaching will focus on organizational and program development, as well as transformational leadership development, i.e. facilitative and adaptive leadership skills, collaborative, and cultural competence. The National Equity Project offers a unique blend of technical expertise in best practices for school and district improvement, such as data-driven assessment and planning, and relational expertise and cultural competence that work together to transform our approach to educating children, especially children of color, to making lasting, positive changes in schools districts.





## Background (one paragraph why the services are needed):

The Regional Executive Officers Sondra Aguilera, Janette Hernandez and Kimi Kean have requested coaching services to support their leadership development. The national Equity Project offers a unique blend of technical expertise in best practices for school and district improvement, such as data-driven assessment and planning, and relational expertise and cultural competence that work together to transform our approach to education children, especially children of color, to making lasting, positive changes in schools districts.

## Discussion (summary of scope of work):

The National Equity Project will provide executive coaching to Sondra Aguilera, Janette Hernandez and Kimi Kean. Coaching will focus on organizational and program development, as well as transformational leadership development, i.e. facilitate and adaptive leadership skills, collaborative performance, and cultural competence.

## Description of services to be provided:

The national Equity Project will provide executive coaching to Sondra Aguilera, Janette Hernandez and Kimi Kean. Coaching will focus on organizational and program development, as well as transformational leadership development, i.e. facilitate and adaptive leadership skills, collaborative, and cultural competence.

## Specific Outcomes:

As a result of national Equity Project coaching, PK-8 Regional Executive Officers will be able to develop, refine and sustain structures, routines and roles for adult learning toward developing productive relationships focused on student learning and instructional practice and that allow for the discussion of ways race, class and culture impact academic and educational outcomes in the district.

## Alignment with District Strategic Plan:

- Create equitable opportunities for learning
- High quality and effective instruction
- Full service community district

***ContractsOnline: Contract Waiver Summary***

**Site Number-Name: 961-REGION 1 MIA SETTLES**

**Principal / Department Head: SONDRA AGUILERA**

**Contractor Name: LaShawn Chatmon**

**Business Name: National Equity Project**

**Contract Type: Standard**

**Anticipated Start Date: 09/15/2013**

**Contract End Date: 06/30/2014**

**Rate Type: HOURLY**

**Contract Amount: \$19,999.44**

***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: 05/15/2014**

**Fingerprint Waiver Status: Approved**

**Approval Date: 05/15/2014**

**TB Test Waiver Status: Approved**

**Approval Date: 05/15/2014**

**Lisa Lasky, Senior Director**

***Lasky (at) [nationalequityproject.org](mailto:nationalequityproject.org)***



Lisa Lasky has worked in education for over 25 years as a teacher, leader, school and district coach, and has led several organizational and system change projects across the country. Before joining the National Equity Project in 1995, Lisa worked with Theodore Sizer at the national office of the Coalition of Essential Schools – a national school reform movement that began with five high schools and expanded to thousands of schools and several centers across the country.

She moved to the Bay Area from the East Coast to grow a local center (BayCES). As a founding member of our organization, Lisa has served in many roles including Associate Director, Director of Elementary and Middle Schools, Director of the School Grants Program and Deputy Director. She currently leads our Leadership Development and Coaching Division – overseeing support and services to a portfolio of clients from California to Mississippi. Lisa holds a B.A. in Sociology and English from the State University of New York, College at Cortland and an M.A. in Education from UC Berkeley.

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## SCOPE OF WORK 2013-14

THE NATIONAL EQUITY PROJECT SUPPORT AND SERVICES SUPPORT WILL BE FOCUSED IN THE FOLLOWING AREAS:

- **Community of Practice** will provide bi-monthly consultancy on the dilemmas specific to being systems leaders and will be designed to stay connected to a Focal Principal Strategy as a way to leverage leadership practices that produce an increase in principal performance. Support will also center on refining and aligning goals, agendas, and tools for Principal Professional Learning informed by data from district systems (Balanced Score Card) to improve principals and schools.
- **Executive coaching** as requested focused on organizational and program development, as well as transformational leadership development, i.e. facilitative and adaptive leadership skills, collaborative performance, and cultural competence. As a result, Executive Officers will be able to develop, refine and sustain structures, routines and roles for adult learning toward developing productive relationships focused on student learning and instructional practice that allow for the discussion of ways race, class and culture impact academic and educational outcomes in the district.

### SERVICE COST

Service Area	NEP Staff	Audience	Duration	Cost
Community of Practice	1 Senior Staff	Executive Officer Team Coordinators Directors	Twice monthly half-day sessions Sept - June	<b>\$25,00</b>
Executive Coaching	1 Senior Staff	Executive Officers	As requested	

- Project fees include planning time, materials development and production, coaching and facilitation.
- Contract fee does not include travel. All travel expenses will be invoiced based on actual costs.
- We will invoice based on a mutually agreeable installment plan (quarterly, monthly, bi-monthly, etc.) unless otherwise specified and agreed upon.
- Additional services may be negotiated as needed



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: SN

DATE (MM/DD/YYYY)

10/02/13

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.

**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 certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>BPIA Business Professional</b> <b>Insurance Associates</b> <b>1519 South B Street</b> <b>San Mateo, CA 94402</b> <b>Virginia Fontana</b>	<b>650-341-4484</b>	<b>CONTACT NAME:</b> _____
	<b>650-341-4465</b>	<b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <b>PRODUCER CUSTOMER ID #: NATIO-7</b>
<b>INSURED</b> <b>National Equity Project</b> <b>1720 Broadway, Floor 4</b> <b>Oakland, CA 94612</b>	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A : Citizens Ins Co of America</b>	<b>NAIC #</b> <b>31534</b>
	<b>INSURER B :</b> _____	
	<b>INSURER C :</b> _____	
	<b>INSURER D :</b> _____	
	<b>INSURER E :</b> _____	
	<b>INSURER F :</b> _____	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			OBFA04734200	07/01/13	07/01/14	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ <b>5,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
							\$
A	AUTOMOBILE LIABILITY			OBFA04734200	07/01/13	07/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS			\$				
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			OBFA04734200	07/01/13	07/01/14	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ <b>1,000,000</b>
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WBFA04734000	07/01/13	07/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ <b>1,000,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

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

Certificate holder is named as additional insured with respects to the insured's business operations. Additional insured applies to General Liability policy only.

**CERTIFICATE HOLDER****CANCELLATION**

Elmhurst Community Prep School  
 Oakland Unified School Dist.  
 Attn: Risk Management  
 9000 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

*Virginia J Fontana*

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**ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS  
(FORM B)**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

**SCHEDULE**

**Name of Person or Organization:**

Oakland Unified School District

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.