Board Office Use: Legislative File Info.			
File ID Number:	14-1292		
Introduction Date:	06/25/2014		
Enactment Number:			
Enactment Date:			



Memo

Board of Education To:

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

Board Meeting Date: 06/25/2014

Professional Service Contract Subject:

> San Francisco Study Center of San Francisco, CA Contractor:

Services for: 119-GLENVIEW

Board Action Requested

Ratification by the Board of Education of a Professional Services Contract between the District and and Recommendation: San Francisco Study Center, San Francisco, CA, for the latter to provide: focused instruction to students during two weekly school-day groups serving 8-10 students from 4-5th and professional development to teachers to enable Title I students to meet academic achievement standards for the period of 04/01/2014 through 06/30/2014 in an amount not to exceed \$10,000.00.

(A one paragraph explanation of why the consultant's services are needed.) To support the social emotional and academic needs of low performing students.

Discussion:

(QUANTIFY what is being purchased.)

focused instruction to students during two weekly school-day groups serving 8-10 students from 4-5th and professional development to teachers to enable Title I students to meet academic achievement standards

Board Office Use: Legislative File Info.			
File ID Number:	14-1292		
Introduction Date:	06/25/2014		
Enactment Number:			
Enactment Date:			



Fiscal Impact: Funding resources below not to exceed \$10,000.00

\$10,000.00 IASA-I BASIC GRANTS LOW INCOME

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)

Board Office Use: Legislative File Info.			
File ID Number	14-1292		
Introduction Date	06/25/2014		
Enactment Number			
Enactment Date			

profession for services to California school districts.

rate, total payment requested.

eRev. 3/11/13



PROFESSIONAL SERVICES CONTRACT 2013-2014

Thi	is Agreement is entered into betweenSan Francisco Study Center
(C) the 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 mpetent to provide such services. The parties agree as follows:
1.	Services : CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
2.	Terms : CONTRACTOR shall commence work on04/01/2014, 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, whichever is later. The work shall be completed no later than
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed
	Dollars (\$10,000.00) [per fiscal year], at an hourly billing rate not to exceed\$100.00 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 NONE
	Agreement except:,
	which shall not exceed a total cost ofs0.00
5.	CONTRACTOR Qualifications / Performance of Services:
	CONTRACTOR Qualifications : CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and,/or regulations, as they may apply.
	Standard of Care: CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a

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

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

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

Requisition No. R0410750 P.O. No. P1411192

Professional Services Contract

OUSD Representative:		CONTRACTOR:			
Name:	CHELSEA TOLLER	Name:	Geoff Link		
Site /Dept.	. 119-GLENVIEW	Title:	CEO		
Address:	4215 La Cresta Avenue	Address:	1663 Mission St., Suite 504		
_	Oakland, CA 94602		San Francisco , CA 94103		
Phone:	510-531-6677	Phone:	415-626-1650		

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

eR

- 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.

		R0410750	P1411192
ev. 3/11/13	Page 2 of 6	Requisition No.	P.O No
	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

		R0410750	P1411192	
eRev. 3/11/13	Page 3 of 6	Requisition No.	P.O No	

Professional Services Contract

OAKLAND LINIEIED 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

CAREAND ONLINED SCHOOL DISTRIC	, 1	CONTRACTOR			
MARIA SANTOS	05/28/2014	Geoff Link	05/28/2014		
☐ President, Board of Education ☐ Superintendent or Designee	Date	Contractor eSignature	Date		
		Geoff Link,	CEO		
Secretary, Board of Education	Date	Print Name, Title			

eRev. 3/11/13 Page 4 of 6 Requisition No. _______ P.O No. ______ P.O No. ______

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.

BOTR proposes a consultancy involving the following services: A) Support of best practices with K-3 students; B) Pull out sessions focused on Direct instruction and practice – two weekly school-day groups serving 8-10 students from 4-5th; C) Focus groups and targeted training workshops with parents and school staff; D) Collaboration with Glitter and Razz programming to ensure alignment of initiatives and establish opportunities for collaboration at Glenview; E) Consultancy with Glenview administration to coordinate above activities and establish macro-level strategies to address student needs; F) On-going research to identify best, emerging and innovative practices for integration into consultancy activities and Glenview's whole school development plan; G) Production of a report integrating a 2013-14 school year needs assessment and outline for a 2014-15 whole school development plan to support low performing students. This document will address challenges and build on strengths and strategies identified through completion of activities A-F.

The Consultant for this project will be Jon Gilgoff, the founder and Executive Director of BOTR. Jon is a Licensed Clinical Social Worker, a bilingual Spanish speaker, a published author, and leading expert in the fields of education, mental health, and equity work. He has worked formally within the sector for 15 years, providing direct services, staff training, curricula, coaching, consulting and convening services for numerous organizations including the Oakland, San Francisco and West Contra Unified School Districts.

BOTR proposes to provide an average of 6 hours weekly, or 96 total hours to complete the activities outlined in this proposal. This will be achieved with a mix of on-site and off-site time. Based on other BOTR commitments, the onsite time will be concentrated one morning per week when student groups will be facilitated and key meetings with Glenview staff would occur. Focus groups and trainings will be scheduled inside and outside this time, with on-going research and writing concentrated around school breaks and the weeks between end of school year and June 30th.

R0410750 P1411192 eRev. 3/11/13 Page 5 of 6 Requisition No. ______ P.O. No. _____

2.	of thatte	the service(s): 1) How many more Oakland children are gending school 95% or more? 3) How many more students skland children have access to, and use, the health services.	om the services of this Contract? Be specific. For example, as a result graduating from high school? 2) How many more Oakland children are is have meaningful internships and/or paying jobs? 4) How many more vices they need? Provide details of program participation (Students o). NOT THE GOALS OF THE SITE OR DEPARTMENT.
	As a	a result of these services, students will be supported	d in reaching grade level standards.
3.		ignment with District Strategic Plan: Indicate the greek all that apply.)	oals and visions supported by the services of this contract:
		Ensure a high quality instructional core	☐ Prepare students for success in college and careers
	=	Develop social, emotional and physical health	■ Safe, healthy and supportive schools
		Create equitable opportunities for learning	☐ Accountable for quality
	Ш	High quality and effective instruction	Full service community district
4.		ignment with Community School Strategic Site Pease select:	lan – CSSSP (required if using State or Federal Funds):
	×	Action Item included in Board Approved CSSSP: (no	additional documentation required)
		- Item Number(s): 119SQI1ESQI2BSQI4A69	
		icom riamzoi(e).	
		Action Item added as modification to Board App Manager either electronically via email of scanned docur	roved CSSSP – Submit the following documents to the Resource ments, fax or drop off.
		Manager ettier electromodily via email or obarmed decal	
		•	ed. Page must include header with the word "Modified", modification te council chair initials and date.
		Relevant page of CSSSP with action item highlighter	te council chair initials and date.
		 Relevant page of CSSSP with action item highlights date, school site name, both principal and school sit Meeting announcement for meeting in which the CS Minutes for meeting in which the CSSSP modification 	te council chair initials and date. SSSP modification was approved. on was approved indicating approval of the modification.
		 Relevant page of CSSSP with action item highlighted date, school site name, both principal and school site. Meeting announcement for meeting in which the CS 	te council chair initials and date. SSSP modification was approved. on was approved indicating approval of the modification.
		 Relevant page of CSSSP with action item highlights date, school site name, both principal and school sit Meeting announcement for meeting in which the CS Minutes for meeting in which the CSSSP modification 	te council chair initials and date. SSSP modification was approved. on was approved indicating approval of the modification.
		 Relevant page of CSSSP with action item highlights date, school site name, both principal and school sit Meeting announcement for meeting in which the CS Minutes for meeting in which the CSSSP modification 	te council chair initials and date. SSSP modification was approved. on was approved indicating approval of the modification.
		 Relevant page of CSSSP with action item highlights date, school site name, both principal and school sit Meeting announcement for meeting in which the CS Minutes for meeting in which the CSSSP modification 	te council chair initials and date. SSSP modification was approved. on was approved indicating approval of the modification.
		 Relevant page of CSSSP with action item highlights date, school site name, both principal and school sit Meeting announcement for meeting in which the CS Minutes for meeting in which the CSSSP modification 	te council chair initials and date. SSSP modification was approved. on was approved indicating approval of the modification.

eRev. 3/11/13 Page 6 of 6 Requisition No. ______ P.O. No. _____

ContractsOnline: Contract Waiver Summary

Site Number-Name: 119-GLENVIEW

Principal / Department Head: CHELSEA TOLLER

Contractor Name: Geoff Link

Business Name: San Francisco Study Center

Contract Type: Standard

Anticipated Start Date: 04/01/2014 Contract End Date: 06/30/2014

Rate Type: HOURLY Contract Amount: \$10,000.00

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: 05/28/2014

Fingerprint Waiver Status: NA Approval Date:

TB Test Waiver Status: NA Approval Date:



Developing Boys Into Men

Strengthening Systems

Building a Movement

Statement of Qualifications - Contract with Oakland Unified School District

At Glenview Elementary School, School Year 2013-14

Brothers on the Rise (BOTR) launched in 2008 as a fiscally sponsored project of San Francisco Study Center. BOTR has been working in partnership with Oakland Unified School District since that time. Originally based at Edna Brewer Middle School, BOTR has provided counseling, academic support, and enrichment services at numerous other sites, including Frick, Greenleaf, Grass Valley, Futures, Community United, Lazear, Urban Promise Academy, and Community School for Creative Education.

Besides direct services, BOTR has also provided training and technical assistance to schools around looking to more effectively serve diverse youth populations and their families. Within this work BOTR has offered professional development workshops, coordinated interdisciplinary task forces, and consulted with administrations on best and promising practices.

In addition to direct services in schools, BOTR also provides youth programs at Oakland Parks and Recreation. Our other efforts to build the capacity of youth serving institutions include collaborations with Alameda County Behavioral Health Care Services, West Contra Costa Unified School District and San Francisco State University. For all its accomplishments, including its many successful community partnerships, BOTR was awarded a 2013 Vineyards Award by the Association of Fundraising Professionals, Bay Area Chapter.

As the BOTR Consultant on this project, Executive Director Jon Gilgoff brings over 20 years of experience working with diverse communities as a provider, administrator, trainer and consultant. He worked in some of the earliest community schools with the Children's Aid Society in New York City, and also served as a Community School Coordinator in Redwood City. Mr. Gilgoff is a Licensed Clinical Social Worker, a fluent Spanish Speaker, and a leader within the Bay Area's professional community dedicated to effective school and community practice with diverse communities. For all his efforts, Mr. Gilgoff was awarded a Jefferson Award for Public Service. He is pleased to work with Glenview Elementary School on this important project.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/14/2014

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 certificate holder in lieu of such endorsement(s).

Continuate Helder III Hed of ou	on ondercoment(c):		
PRODUCER		CONTACT Katherine Berkman	
Calender-Robinson Co	empany, Inc.		(415) 978-3825
FB0267063		E-MAIL ADDRESS: kberkman@calrob.com	
300 Montgomery St.,	Suite 888	INSURER(S) AFFORDING COVERAGE	NAIC #
San Francisco	CA 94104	INSURER A: Nonprofits' Insurance Alliance	e
INSURED		INSURER B: United Financial Casualty Co.	
San Francisco Study	Center, Inc.	INSURER C: North American Elite Insurance	e 29700A
1663 Mission Street		INSURERD: Hartford Fire Insurance Co.	
Suite 504		INSURER E :	
San Francisco	CA 94103	INSURER F:	
001/201020			

COVERAGES CERTIFICATE NUMBER:CL1442910652

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 S	UBR POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MWDD/YYYY)	LIMIT	s	
	GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000
	X COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
Α	CLAIMS-MADE X OCCUR		2014-03427-NPO	4/22/2014	4/22/2015	MED EXP (Any one person)	\$	20,000
	X Liquor Liability @ \$1M		Includes severability of	of		PERSONAL & ADV INJURY	\$	1,000,000
	X Professional Lia @ \$1M		Interest clause			GENERAL AGGREGATE	\$	3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$	3,000,000
	X POLICY PRO- JECT LOC						\$	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
В	X ANY AUTO					BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS		04471075-9	5/11/2014	5/11/2015	BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
							\$	
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	
	DED RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU- OTH- TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$	
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	
C	Primary Fidelity		CWB0000495-12	4/22/2014	4/22/2015	Each claim - primary		\$ 100,000
D	Excess Fidelity		57BDDAR9215	4/10/2014	4/10/2015	Each claim - excess		\$ 300,000

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

Re: Brothers on the Rise

Oakland, CA 94601

Certificate holder is included as additional insured as per the attached endorsement

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District Attn: Risk Management 900 High 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

karaf Ita. Cha

Named Insured: San Francisco Study Center

Policy: 2014-03427-NPO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

(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 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 on-going operations; or
- B. In connection with your premises owned by or rented to you