

Board Office Use: Legislative File Info.	
File ID Number	18-0593
Introduction Date	4/11/18
Enactment Number	18-0605
Enactment Date	4/11/18 er



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Board Meeting Date April 11, 2018
(To be completed by Procurement)

Subject Memorandum of Understanding - Summer Search Bay Area (contractor) - Community Schools and Student Services Department (site/department)

Action Requested Approval by the Board of Education of the Memorandum of Understanding between the District and Summer Search Bay Area. Services to be primarily provided to the Community Schools and Student Services Department for the period of September 1, 2017 through August 31, 2020.

Background
A one paragraph explanation of why the consultant's services are needed. Summer Search offers professional mentoring and college readiness support to high school students providing them with resources and skills they need to become college-educated leaders who give back to their families and communities.

Discussion
One paragraph summary of the scope of work. Approval by the Board of Education of a Memorandum of Understanding between the District and Summer Search Bay Area, San Francisco, CA, for the latter to empower students with transformative summer experiences (fully-funded), pairing them with professional mentors, and giving them the college access and success resources they need to thrive at Oakland High, Oakland Technical HS, Oakland International HS, Skyline HS, Madison Park Upper Campus, and Life Academy HS for the period of September 1, 2017 through August 31, 2020, at no cost to the District.

Recommendation Approval by the Board of Education of a Memorandum of Understanding between the District and Summer Search Bay Area. Services to be primarily provided to the Community Schools and Student Services Department for the period of September 1, 2017 through August 31, 2020.

Fiscal Impact Funding resource name (please spell out): No fiscal impact

Attachments

- Memorandum of Understanding
- Scope of Work
- Statement of Qualifications
- Clearance Letter
- Certificate of Insurance



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 18-0593

Department: 922/Community Schools and Student Services

Vendor Name: Summer Search Bay Area

Contract Term: Start Date: 09/01/2017 End Date: 08/31/2020

Annual Cost: \$ 0

Approved by: Andrea Bustamante

Is Vendor a local Oakland business? Yes ☐ No ☒

Why was this Vendor selected?

School-sites selected partner for In-Kind agreement.

Summarize the services this Vendor will be providing.

Summer programming, college advising/counseling, mentoring, leadership development.

Was this contract competitively bid? Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

No fee for services; In-Kind partnership.

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☒ **Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts [requires Board resolution declaring an emergency]
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - ☐ Western States Contracting Alliance Contracts (WSCA)
 - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**

**MEMORANDUM OF UNDERSTANDING BETWEEN A PARTNER ORGANIZATION
OR INDIVIDUAL AND OAKLAND UNIFIED SCHOOL DISTRICT**

I. Parties

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between Oakland Unified School District ("OUSD") and
Summer Search Bay Area _____ [CONTRACTOR—name of your organization].

WHEREAS, the CONTRACTOR's services or program described in this MOU will be provided at no cost to OUSD (or students or parents unless otherwise agreed upon by both parties); and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said program(s) selected in Section II of the MOU.

II. Program Name(s)

Unless otherwise agreed to in writing by the parties, the Program(s) governed by this MOU are the following:

Group Mentoring _____

Recruitment of sophomores into Summer Search _____

III. CONTRACTOR Responsibilities/Scope of Services

A. Provide a description of the services that your program(s) will be providing to OUSD. Please be specific by answering all of the following questions.

1. A brief description of the type of services your program(s) generally provides.

We provide individual and group mentoring, summer experiential programs, college advising and _____

continued investment through post-secondary and beyond into our Alumni Network. _____

2. The relevant experience of the CONTRACTOR personnel that will be providing the services:

All Summer Search mentors have at least 3+ years experience in the youth development field and all

Summer Search program team members hold bachelors degrees from an accredited university. They

undergo extensive 3-6 months of training prior to beginning their direct service work with students.

3. Please disclose all costs to parents or students (if applicable). If no such costs, leave blank or write "N/A."

N/A

4. Please check all of the expectations or goals below that are in agreement with your program's services.

- ☐ Ensure a high quality instructional core
- ☒ Develop student's social health/skills
- ☒ Develop student's emotional health
- ☒ Develop student's physical health
- ☒ Develop student's cognitive and academic skills
- ☒ Create equitable opportunities for learning
- ☐ Ensure, maintain, or support high quality and effective instruction
- ☒ Prepare students for success in college and careers
- ☐ Help ensure, create, and/or sustain safe, healthy and supportive schools
- ☐ Create accountability for quality
- ☐ Help create full service community schools in OUSD
- ☒ Increase, raise graduation rates
- ☐ Other: _____

- B. Ensure that all CONTRACTOR personnel, including subcontractors, will comply with any policy and systems in place at OUSD and School(s). This includes, but is not limited to the following:
1. **Drug and Smoke Free**—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 drugs at these School(s).
 2. **Anti-Discrimination**—It is the policy of OUSD that in connection with CONTRACTOR's services under this MOU there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, age, or other legally protected class. Therefore, the CONTRACTOR agrees to comply with all applicable Federal and California laws.
 3. **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 OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alert OUSD in writing if and when a potential conflict arises.
 4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe all District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records.
- C. **Tuberculosis Screening:** CONTRACTOR is required to screen employees and agents who will be present at OUSD sites during the current school year. CONTRACTOR affirms that each person has current proof of negative TB testing on file and TB results are monitored. Please see **Section IV** for the relevant documentation that is required.
- D. **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 MOU 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 MOU, 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 contact with OUSD pupils in providing services to the District under this MOU. Please see **Section IV** for the relevant documentation that is required.

In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any CONTRACTOR related person, employee, representative or agent from any 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.

E. Insurance

1. General Liability: ***EITHER*** (a) CONTRACTOR maintains general liability insurance that names OUSD as an additional insured, for operations, students, volunteers, and personnel at location where CONTRACTOR provides programs/services with at least \$1 Million in coverage, and furnish certificate of said insurance to OUSD ***OR*** (b) CONTRACTOR is not required to maintain general liability insurance under this MOU if the Risk Management Officer signs a waiver of insurance. Please see **Section IV** for the relevant documentation that is required.
2. Workers' Compensation: If CONTRACTOR employs any person to perform work in connection with this MOU, 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. The CONTRACTORS' Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Please see **Section IV** for the relevant documentation that is required.

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.

- F. **Communication**—Communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program’s ability, that the CONTRACTOR’S services are aligned with the School(s) and OUSD’s mission and objectives and are adequately meeting student’s needs. At the request of School(s) or OUSD staff, provide reasonable data and information to students participating in the CONTRACTOR’s program.
- G. **Confidentiality**—CONTRACTOR shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of OUSD. CONTRACTOR will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so long as there is no information from which the identity of any student in the CONTRACTOR’s program as a participant could be made.
- H. **Register With/Update Community Partner Platform**—Contractor shall register in OUSD’s Community Partner Platform database and perform annual updates *prior to entering schools or interacting with students*, to maintain full and complete up-to-date information.

IV. Required Documents

CONTRACTOR CANNOT commence the services agreed to in this MOU until it has submitted the following documents:

A. TB and Fingerprinting Clearance:

Contractor (Individual):

- ☐ Submit clearance letter from authorized agency verifying individual has been Fingerprinted/Criminal Background Checked for this current fiscal year. Additionally, please provide documentation from health care provider showing negative TB status of individual within the last four years.

Contractor (Agency):

- ☒ Attach clearance letter from Agency/Community-Based Organization/Non-Profit Organization on agency letterhead verifying all personnel, including subcontractors, have been Fingerprinted/Criminal Background Checked and have TB clearance for this current fiscal year and signed by authorized personnel.

B. Insurance:

Contractor (Individual/Agency):

- ☒ Please attach documentation of either proof of insurance, or a waiver signed by the Risk Management Officer. The additional insured address must read: Oakland Unified School District, Attention: Risk Management, 1000 Broadway Suite 440, Oakland, CA 94607. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

V. **Responsibilities of Oakland Unified School District**

- A. **Space**—Provide a suitable classroom or space at the participating School(s), to be agreed upon by School(s) and the CONTRACTOR.
- B. **Janitorial Service**—Provide necessary services to maintain this space, which may include janitorial services, maintenance, utilities, and technology support.
- C. ~~**Data**—Subject to state and federal law, ensure that CONTRACTOR has reasonable access to student assessment and evaluation data necessary to inform instruction and periodically review student progress and to provide the study.~~
- ~~1. For the purpose of cohort determination, for instructional purposes, or for academic research purposes, at the sole discretion of OUSD, provide CONTRACTOR access to student assessment data for all students at School(s) including, but not limited to, state test scores and site-based assessments. Students identified may be protected by the use of ID numbers.~~
 - ~~2. Provide CONTRACTOR with any other student information reasonably necessary to provide its services consistent with the CONTRACTOR's program and to evaluate the impact of its program on students at School(s).~~

VI. **Duration**

This MOU is for the 9/1/2017 -- 8/31/2020 period.
[Insert mm/dd/year] [Insert mm/dd/year]

VII. **Termination**

Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This MOU may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

VIII. Defense/Indemnity/Hold Harmless

Each party to this MOU agrees to defend, indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.

IX. Jurisdiction

This MOU shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court or the United States District Court for the Northern District of California shall have jurisdiction over any civil action arising out of or relating to this MOU.

X. Notices

Any notice provided for in this MOU shall be in writing and effective upon receipt at the address set forth below in this section, delivered by any of the following means: personal delivery; certified U.S. mail, return receipt requested; or electronic mail. Either party may change the addresses below by giving notice of such change pursuant to this section.

CONTRACTOR

Contact:	Ryan Cooney
Title:	Director of School and Community Engagemer
Address:	360 22nd Street, Suite 305
	Oakland, CA 94612
E-mail:	rcooney@summersearch.org

DISTRICT

Contact:	Marion McWilliams
Title:	General Counsel
Address:	Office of the General Counsel
	1000 Broadway, Suite 680
	Oakland, CA 94607
Phone:	510-879-8535
Fax:	510-879-4046

XI. Integration and Modification

This MOU constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This MOU may be amended or modified only in writing, signed by both Parties.

XII. Assignment

The rights and obligations of the each Party under this MOU shall not be assigned without the express prior written consent of the other Party.

XIII. Waiver

No delay or omission by either Party in exercising any right under this MOU shall operate as a waiver of that or any other right provided for in this MOU.

XIV. No Rights in Third Parties

This MOU does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

XV. Counterparts

This MOU and all amendments and modifications to it may be executed in counterparts, and all counterparts together shall be construed as one document.

XVI. Intellectual Property

During the term of this MOU, any works created by or inventions of Contractor, his agents or employees, within the scope of the work contracted herein shall belong to the District together with all associated copyrights and patents. Contractor shall not publish any aspect of the work performed hereunder without prior written consent of the District.

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

By:  Dated: 11/14/2017 (MM/DD/YYYY)

MARTIN C. YOUNG, PARTNERSHIPS (Print Name & Title)

COMMUNITY SCHOOLS (Sponsoring OUSD Department)

By:  Dated: 9/14/2017 (MM/DD/YYYY)

Ryan Cooney, Director of School and Community Engagement (Print Name & Title)

Summer Search Bay Area (CONTRACTOR—Org. Name)

Approved as to form and procedure

By:  Dated: 3/21/18 (MM/DD/YYYY)

Attorney, Office of the General Counsel
Oakland Unified School District

Aimee Eng

Aimee Eng, President, Board of Education 4/12/18

Kyla Johnson Trammell

Kyla Johnson Trammell, Secretary, Board of Education 4/12/18

OUSD or the District verifies that
the Contractor does not appear on
the Excluded Parties List at
<https://www.sam.gov/>

Program Information

Program Name	Summer Search Bay Area
Community School Element	Youth leadership
Service Types	Mentoring, Youth leadership classes/training
Program Description	Summer programming, college advising/counselor
Last verified	09/05/2017 at 02:46 PM by Meha Davé

Program Details

Student Population	All Students
Target Ethnicity/Culture Groups	All Students, African American, Filipino, Pacific
Target Demographic Groups	By Application, By Referral Only
Target Grade Levels	10th Grade, 11th Grade, 12th Grade, Post-Sec
Service Times	Summer, Varies
Service Days	Varies

Schools

Oakland International HS	Show Details
Oakland Technical High School <i>(1 customized attribute)</i>	Show Details
Oakland High School	Show Details
Skyline High School	Show Details
Madison Park Upper Campus	Show Details
Life Academy	



CERTIFICATE OF LIABILITY INSURANCE

SUMME-1

OP ID: JU

DATE (MM/DD/YYYY)

10/16/2017

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).

PRODUCER CF&P Insurance Brokers 101 Ygnacio Valley Rd, Ste 200 Walnut Creek, CA 94596 Jeffrey A. Fritschi	CONTACT NAME: Jeffrey A. Fritschi	
	PHONE (A/C, No, Ext): 510-451-6000	FAX (A/C, No): 510-451-4203
INSURED Summer Search 101 Howard St. #250 San Francisco, CA 94105	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentinel Insurance Company LTD	
	INSURER B: American States Ins. Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		01CI61633760	11/25/2016	11/25/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ 3,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			01CI61633760	11/25/2016	11/25/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			01SU42611860	11/25/2016	11/25/2017	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	57WECF09571	03/22/2017	03/22/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Certificate holder is included as an Additional Insured per form CG7635 (0207)

CERTIFICATE HOLDER

OAKLANU

Oakland Unified School District
Attn: Risk Management
1000 Broadway #440
Oakland, CA 94607

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.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Oakland Unified School District
Attn: Risk Management
1000 Broadway #440
Oakland, CA 94607

**ADDITIONAL INSURED — BY WRITTEN
CONTRACT, AGREEMENT OR PERMIT, OR
SCHEDULE**

The following paragraph is added to WHO IS AN INSURED (Section II):

4. Any person or organization shown in the Schedule or for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:
- a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
 - b. The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:
 - (1) The ownership, maintenance or use of that part of premises you own, rent,

lease or occupy, subject to the following additional provisions:

- (a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;
 - (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured;
- (2) Your ongoing operations for that insured, whether the work is performed by you or for you;
- (3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
- (a) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires;

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any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations, or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III — Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

Paragraph 6. of LIMITS OF INSURANCE (Section III) is replaced by the following:

- 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

WHO IS AN INSURED — MANAGERS

The following is added to Paragraph 2.a. of WHO IS AN INSURED (Section II):

Paragraph (1) does not apply to executive officers, or to managers at the supervisory level or above.

SUPPLEMENTARY PAYMENTS — COVERAGES A AND B — BAIL BONDS — TIME OFF FROM WORK

Paragraph 1.b. of SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph 1.d. of SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

EMPLOYEES AS INSURED — HEALTH CARE SERVICES

Provision 2.a.(1)(d) of WHO IS AN INSURED (Section II) is deleted, unless excluded by separate endorsement.

EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS

Provision 3.a. of WHO IS AN INSURED (Section II) is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

EXTENDED "PROPERTY DAMAGE"

Exclusion a. of COVERAGE A (Section I) is replaced by the following:

- a. "Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

101 Howard Street, Suite 250
San Francisco, CA 94105
TEL 415.362.0500
SUMMERSEARCH.ORG

BOSTON
NEW YORK
NORTH SAN FRANCISCO BAY
OAKLAND
PHILADELPHIA
SAN FRANCISCO
SEATTLE
SILICON VALLEY

To Whom It May Concern,

I am writing to verify that two Summer Search Bay Area employees, Alysa Delgado and Nikki Howell, both critical partners for the OUSD and Summer Search Bay Area partnership, have been screened for TB and their fingerprints have been cleared by CA DOJ/FBI with subsequent arrest notifications. Their ATI numbers are below.

Aylsa Delgado - F250DEA957

Nikki Howell - M254HON003

Alysa serves as our Innovation Specialist coordinating our group mentoring on OUSD campuses and Nikki serves as our School and Community Engagement Coordinator in charge of managing our school partnerships and the recruitment process that occurs on campus.

If you any questions, please feel free to contact my colleague Ryan Cooney, the Director of School and Community Engagement or myself.

We are grateful for our partnership with Oakland Unified School District.

Sincerely,

Maureen Middleton, SPHR
National Senior Director of HR & Talent

SUMMER SEARCH



HELPING YOUNG PEOPLE SOAR.

101 Howard Street, Suite 250
San Francisco, CA 94105
TEL 415.362.0500
SUMMERSEARCH.ORG

BOSTON
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Scope of Work / Statement of Qualifications

Summer Search's mission is to transform what young people believe is possible for themselves, providing high school and college students from low-income backgrounds with developmental opportunities and resources to earn a bachelor's degree and become socially responsible leaders. According to the U.S. Census Bureau, individuals who only have a high school diploma have a median income that falls below the federal poverty line. This data demonstrates that college completion is critical to upward economic mobility – yet nationally only 33% of low-income young people matriculate to college and a mere 11% complete a bachelor's degree. Despite a growing demand for college-educated workers, large gaps remain in educational achievement between students from low-income families and their higher income peers. It is estimated that by 2018, 63% of jobs will require a post-secondary degree. Facing barriers such as lack of exposure to post-secondary educational options, the majority of low-income students are shut out from access to higher education – and thus denied opportunities for economic mobility out of poverty.

Summer Search focuses on serving this population-- 96% of our students qualify for free or reduced priced lunch, 98% are students of color, and 95% are first in their families to attend college. We invest deeply in these students to help them develop the social and emotional skills they need to succeed, making a comprehensive, intentional investment beginning in their sophomore year in high school and continuing through college and beyond.

Our integrated approach includes: - Professional mentoring (weekly meetings with full-time staff) - Transformative summer trips (life-changing opportunities for growth to broaden students' worldview and develop new skills and self-awareness) - Start-to-finish college advising and support (individualized counseling and access to professional development opportunities such as career coaching and internships)

We are proud that our evidence-based approach works; 70% of our Bay Area students earn a bachelor's degree within six years of graduating high school, compared to just 21% of their low-income peers nationally.

Below are additional details on our program components.

High School/College Access

Our high school program model is anchored by the mentor-mentee relationship and includes the following services:

* Year-round mentoring: Through long-term, year-round, individualized mentoring with paid, professionally trained staff, Summer Search students strengthen the accountability, self-advocacy, ownership and problem-solving skills that support them to and through college. Mentors help students take charge of their lives, learn how to better advocate for themselves, and access resources and new opportunities.

* Full scholarships to summer experiential education programs: Students receive full scholarships to attend two summer experiences during their high school years. They attend a wilderness expedition after their sophomore year and either an academic, community service program or a professional internship after their junior year. These experiences help students

increase their decision-making skills while building relationships with people they meet, many of whom come from significantly different backgrounds -- as is so often the case for our students in college, when the skills practiced on these trips/experiences become critical. Participation in an internship, with workshops and mentoring to support this new program element, have strengthened the workforce preparation component of our program model.

* Individualized college and financial-aid advising: We provide students and families with individualized college access services that increase their awareness of college options, build their knowledge of the admissions and financial aid processes, and enhance learning from mentoring and summer trips on how to best navigate college and graduate. Our staff collaborates closely with college counselors at our partner high schools, as well as individually with each student and their Summer Search mentor. Support also includes workshops on topics ranging from academic preparation to financial aid, and for some students includes access to SAT tutoring.

College Success

Upon graduating from high school, students formally enter our College Success program until they earn a bachelor's degree, complete another post-secondary pathway or until six years after high school graduation. Our one-to-one investment in students takes on three coordinated approaches:

* Mentoring and Support: College Success staff connect with College Success students in their first two years of college each semester, either by phone, in person, over e-mail or through Facebook. We identify those students who are actively engaged and seeking leadership opportunities in college, and those in need of more consistent mentoring, information or resources because they are struggling or at risk of dropping out.

* Information Gathering: Staff record information about college students in five specific research-driven areas that have been shown to impact college retention for students from low-income households. These areas include: (1) academic engagement, (2) social connectedness on campus, (3) financial aid, (4) career engagement and (5) personal life. This data is used to understand how our students are handling classes, making connections, financially ensuring their ability to remain in college, engaging in professional development opportunities, and utilizing a network of support to not only persist, but thrive.

* Providing Resources and Engagement Opportunities: Staff send regular communication to all College Success students through e-newsletters, texts, job offering announcements, care packages, Facebook updates, scholarship reminders, invitations to volunteer at peer networking and fundraising events, and invitations to program events with the high school students. We provide ongoing positive peer networking opportunities (i.e. events and workshops) that are focused on connecting college students to each other. Additionally, we support career exploration and professional skill-building through our Summer Internship Program, where we help to place college students in paid internships, and our Career Coaching Program, where we match volunteer adults with students to provide career mentoring.

Three elements make Summer Search's program unique: (1) there is a holistic mentoring relationship between our paid, professional staff mentors and our students; (2) we make a long-term investment in students from their sophomore year of high school through college graduation; and (3) we support the development of non-cognitive skills necessary to manage the environmental challenges students will face in college and in life.

We have established the following overall Summer Search Bay Area program goals for 2017-2018:

- 95% of students will graduate from high school
- 95% of graduating seniors will be accepted into college, with 90% of students matriculating directly to a postsecondary institution (compared to 52% of their low-income peers)
- 70% of students will graduate from college within six years of graduating high school (compared to 21% of their low-income peers)

We evaluate our progress by tracking key performance indicators (KPIs) in our performance management database, Efforts to Outcomes (ETO), capturing data on the intensity and frequency of student engagement with the program from the time of enrollment through six years post high school completion. Our staff uses ETO to track student data (both quantitative and qualitative) in real-time and analyzes our progress toward achieving desired outcomes including around high school program engagement, academic performance, college readiness, matriculation, and persistence. A sample of the KPIs tracked include the number of new sophomores we recruit, high school retention rate, college acceptance and matriculation rates, and college graduation rate. Our national program leadership sets benchmark goals to help maintain progress toward these goals, and our local program director reviews metrics and progress toward anticipated outcomes.

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