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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 - BookNook (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 BookNook. Services to be primarily provided to Community Schools and Student Services Department for the period of October 25, 2017 through August 31, 2018.

Background
A one paragraph explanation of why the consultant's services are needed.

BookNook's web application is designed so the majority of students using the program will show significant improvement in their beginning of year to end of year reading levels, will end the school year closer to grade level in reading than when they started, and so that some students will catch up to their grade level in reading by the end of the school year.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding between the District and BookNook, Oakland, CA, for the latter to provide a web application tool to help students to improve their reading levels through rigorous reading exercises, custom books, educational games, and customizable reporting features at Hoover Elementary, for the period of October 25, 2017 through August 31, 2018, at no cost to the District.

Recommendation Approval by the Board of Education of a Memorandum of Understanding between the District and BookNook. Services to be primarily provided to the Community Schools and Student Services Department for the period of October 25, 2017 through August 31, 2018.

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

Attachments

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



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

Legislative File ID No. 18-0598

Department: 922/Community Schools and Student Services

Vendor Name: BookNook

Contract Term: Start Date: 10/25/2017 End Date: 08/31/2018

Annual Cost: \$ 0

Approved by: Andrea Bustamante

Is Vendor a local Oakland business? Yes ☒ No ☐

Why was this Vendor selected?

School-site selected partner for In-Kind agreement.

Summarize the services this Vendor will be providing.

BookNook is a web application that syncs up to five devices of any kind so that groups can work together in a coordinated set of rigorous reading exercises. Once online, groups access a library of algorithmically-recommended custom texts woven together with a structured curriculum and engaging educational games. BookNook also offers a host of customizable reporting features to provide real-time, actionable information to users and educators.

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
BookNook, Inc. _____ [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:

BookNook Program

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.

BookNook operates a literacy tutoring program using the BookNook web-based platform. In collaboration

with school leadership and staff, BookNook will identify students to participate in the program based on

reading level. BookNook will work with the school to provide one to one or small group tutoring services

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

BookNook full-time team includes former teachers and educators. The personnel providing the services

are experienced tutors and have worked with students in schools prior to their work with BookNook.

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 10/25/2017 -- 08/31/2018 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: Annaleah Glick
Title: Head of Operations
Address: 120 Linden Street
Oakland, CA 94607
E-mail: annaleah@booklearning.com

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.

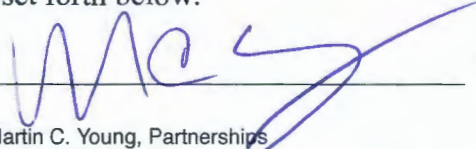
XV. Counterparts

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: 11/8/2017 (MM/DD/YYYY)
Martin C. Young, Partnerships (Print Name & Title)

Community Schools & Student Services (Sponsoring OUSD Department)

By:  Dated: 10/25/2017 (MM/DD/YYYY)
Annaleah Glick, Head of Operations (Print Name & Title)

BookNook, Inc. (CONTRACTOR—Org. Name)

Approved as to form and procedure
OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE

By:  Dated: 3/21/18 (MM/DD/YYYY)
Andrea Epps, Attorney at Law

Attorney, Office of the General Counsel
Oakland Unified School District

 4/12/18
President, Board of Education

 4/12/18
Secretary, Board of Education

OUSD or the District verifies that
the Contractor does not appear on
the Excluded Parties List at
www.epls.gov/eplsearch.do.

Program Name	BookNook
Community School Element	Academic & Social Emotional Learning
Service Types	Literacy education and activities
Program Description	<i>not provided</i>
Last verified	11/01/2017 at 10:22 AM by Annaleah Glick

Program Details

Student Population	All Students
Target Ethnicity/Culture Groups	All Students
Target Demographic Groups	All Students, By Referral Only
Target Grade Levels	Kindergarten, 1st Grade, 2nd Grade, 3rd Grade
Service Times	Varies
Service Days	Monday, Tuesday, Wednesday, Thursday, Friday

Schools

[Hoover Elementary](#)

[Show Details](#)

Organization Information

Name	BookNook, Inc.
Primary Organization Contact	Annaleah Glick



Small Groups, Big Results

BookNook Scope of Work

BookNook will operate a literacy tutoring program using the BookNook platform in OUSD schools.

In collaboration with school leadership and staff, BookNook will identify students based on reading level and support provided by program.

- Work with school to provide one on one or small group tutoring services to students using BookNook's web-based application.
 - Students enrolled in groups identified in collaboration with school staff
 - Students placed at appropriate level in curriculum based on school's most recent assessment data
 - School admin and teachers will have access to online data reports on the BookNook platform
- Place staff including School Team Lead to serve as liaison with school staff
 - School Team Lead will manage the schedule and check-in regularly with teachers
- Recruit, hire, and train reading guides to work with identified students
 - Conduct criminal background checks
 - Perform ongoing observation and feedback to reading guides to ensure program fidelity
 - Provide tablets, training and curriculum to Reading Guides



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2017

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 Issac Lewis & Assoc Ins Services LLC 800 Stockton Ave., Suite 5 Ripon CA 95366-	CONTACT NAME:
	PHONE (A/C, No, Ext): (877)715-3947 FAX (A/C, No): (877)715-3947
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Employers Compensation In
	INSURER B: United States Liability Insurance 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			MGL017F2246	02/10/2017	02/10/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PO AGG \$ 4,000,000
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			MGL017F2246	02/10/2017	02/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
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 Y	N/A	EIG 2412481 00	11/01/2016	11/01/2017	<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
B	Abuse & Molestation			MGL017F2246	02/10/2017	02/10/2018	Each Occurrence 1,000,000 General Aggregate 2,000,000

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

Please note that Oakland Unified School District is additionally insured, coverage is primary and non contributory when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

AI 002860

Oakland Unified School District 1000 Broadway, Suite 440 Oakland CA 94607-	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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**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

BLANKET ADDITIONAL INSURED ENDORSEMENT

Section II – Who Is An Insured is amended to include as an insured any person(s) or organization(s) who you are required to add as an additional insured under written contract(s), written permit(s) or written agreement(s), that require such person(s) or organization(s) to be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” occurring after the effective date of such written contract(s), written permit(s) or written agreement(s) that is caused, in whole or in part by:

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

EXCLUSIONS

There is no coverage under this endorsement for loss or expense, including but not limited to the cost of defense for “bodily injury”, “property damage” or “personal and advertising injury” occurring:

- (1) After all of “your work”, including materials, parts or equipment furnished in connection with “your work” and performed under the above referenced written contract(s), written permit(s) or written agreement(s) has ended; or
- (2) When that portion of “your work” out of which the “bodily injury”, “property damage” or “personal and advertising injury” arises and performed under the above referenced written contract(s), written permit(s) or written agreement(s) has been put to its intended use by any person(s) or organization(s);

whichever occurs first.

Coverage is not provided for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of an additional insured under this endorsement.

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract(s), written permit(s) or written agreement(s) specifically requires that coverage under this endorsement is primary.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

About Us

Based in Oakland, California, BookNook is a social enterprise with a particular focus on supporting children in traditionally disenfranchised communities. We are committed to providing scalable tools with a strong basis in research. We also believe that education technology is at its best when it supports highly engaged face-to-face learning.

Founder

Michael Lombardo previously served as CEO of Reading Partners, one of the largest children's literacy nonprofits in the United States, which he grew from a small startup to a national leader working with over 80 urban and suburban school systems and hundreds of schools across 11 states. Michael also serves as a Social Entrepreneur in Residence at Stanford University and is a founding Advisory Council member of President Barack Obama's My Brother's Keeper Alliance.



Small Groups. Big Results.

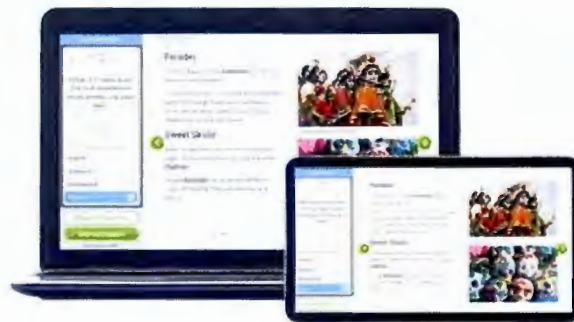
BookNook is on a mission to reinvent the where, how, and who of small group learning for elementary school students. We offer easy-to-use tools for educators and non-educators that empower them to provide powerful in-person reading instruction that gets great results. We currently partner with over 100 elementary schools and nonprofits all across America.

Platform

BookNook is a web application that syncs up to five devices of any kind so that groups can work together in a coordinated set of rigorous reading exercises

Once online, groups access a library of algorithmically-recommended custom texts woven together with a structured curriculum and engaging educational games.

BookNook also offers a host of customizable reporting features to provide real-time, actionable information to users and educators.



Pilot & Results

In the 2016-17 school year, 28 elementary schools and community organizations participated in paid alpha and beta pilots of the BookNook platform. Assessments from the initial cohort have shown exciting results.

BookNook Makes Better Readers!

During the 2016-17 school year, BookNook recorded nearly 2,000 sessions. Here's what we discovered:



The average student was ~1 year below benchmark when starting BookNook

71% of students ended the school year closer to grade level than when they started¹

44% of students caught up to grade level by the end of the school year¹

93% of students showed significant improvement¹

87% of students improved their oral reading fluency²

73% of students showed greater confidence when reading²

64% of students became more engaged readers²

¹ ACCORDING TO SCHOOL-ADMINISTERED ASSESSMENTS ² BASED ON DATA GATHERED BY BOOKNOOK