Board Office Use: Legislative File Info.		
File ID Number	18-1709	
Introduction Date	8/22/18	
Enactment Number	18-1424	
Enactment Date	8/22/18 os	



Memo

To

Board of Education

From

Kyla Johnson-Trammell, Superintendent Martin Young, Community Partnerships

Board Meeting Date

(To be completed by Procurement)

August 22, 2018

Subject

Memorandum of Understanding - East Bay Asian Local Development Corporation (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 East Bay Asian Local Development Corporation (EBALDC). Services to be primarily provided to the Community Schools and Student Services Department for the period of January 1, 2018 through December 31, 2020.

Background

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

Informed by the community's priorities, EBALDC and the Healthy Havenscourt Collaborative seek to improve factors such as education, workforce development, housing, local business development, community leadership, and stress that will lead to better long-term health outcomes for residents.

Discussion

One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding between the District and East Bay Asian Local Development Corporation, Oakland, CA, for the latter to provide an after school and summer STEM program, and a parent education and support program at Futures and Community United Elementary Schools and Roots International Academy Middle School, for the period of January 1, 2018 through December 31, 2020, at no cost to the District.

Recommendation

Approval by the Board of Education of a Memorandum of Understanding between the District and East Bay Asian Local Development Corporation. Services to be primarily provided to the Community Schools and Student Services Department for the period of January 1, 2018 through December 31, 2020.

Fiscal Impact

Funding resource name (please spell out): $\underline{\text{No fiscal impact}}$

Attachments

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



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

Legislative File ID No. $\frac{18-1709}{}$
Department: 922/Community Schools and Student Services
Vendor Name: East Bay Asian Local Development Corporation (EBALDC)
Contract Term: Start Date: 01/01/2018 End Date: 12/31/2020
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.
EBALDC provides an after school and summer STEM program, and a parent education and support program for students and families.
Was this contract competitively bid? Yes No
If No, answer the following:
1) How did you determine the price is competitive?
No cost to OUSD for services.

Legal 1/12/16

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 Inspector 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

Legal 1/12/16 2

MEMORANDUM OF UNDERSTANDING, NO COST TO 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 East Bay Asian Local Development Corporation [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. Site Name(s)
Unless otherwise further agreed to in writing by the parties, the School Sites governed by this MOU are the following (attach separate document if more space is needed):
Futures Elementary School
Community United Elementary School
Roots International Academy
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.
 A detailed description of the type of services your program(s) will provide to OUSD (reference Exhibit A: Scope of Work)
 A description of your organization and relevant experience (reference Exhibit B: Statement o Qualifications)
Please disclose all costs to parents or students (if applicable). If no such costs, leave blank or write "N/A."
N/A

4.	 Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.) 	
		Ensure a high quality instructional core
		Develop social, emotional and physical health
		Create equitable opportunities for learning
		High quality and effective instruction
	Z	Prepare students for success in college and careers
		Safe, healthy and supportive schools
		Accountable for quality
		Full service community schools district

- 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:
 - 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. A separate Data Sharing Agreement is required if CONTRACTOR seeks identifiable student information.
- 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. 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—CONTRACTOR agrees to 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, CONTRACTOR shall 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 Provider Database—In order to maintain accurate up-to-date information on the services provided, Contractor shall register in OUSD's provider database, update schools of operation prior to commencing services during subsequent school years, and update during the current school year when Contractor's schools of operation change.

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.

VI. Duration

This MOU is for the	01/01/2018	12/31/2020	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.

DISTRICT

CONTRACTOR

Contact: Marion McWilliams

Title:

General Counsel

Office of the General Counsel Address:

1000 Broadway, Suite 680

Oakland, CA 94607

Phone:

510-879-8535

Fax:

510-879-4046

Email:

marion.mcwilliams@ousd.org

Contact: Charise Fong

Title:

Chief Operating Officer

Address: 1825 San Pablo Ave, Suite 200

Oakland, CA 94612

Phone:

510-287-5353

E-mail:

cafong@ebaldc.org

OUSD Sponsoring School/Department:

XI. 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.

XII. 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.sam.gov/).

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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 copy rights and patents. Contractor shall not publish any aspect of the work performed hereunder without prior written consent of the District.

XIX. Relationship of Parties

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.

rev. 10/31/17

XX. 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.

Incorporation of Recitals and Exhibits

The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.

XXII. Public Document

This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

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

OAKLAND UNIFIED SCHOOL DISTRICT		CONTRACTOR	
Arma Eng X President, Board of Education Superintendent Chief or Deputy Chief	8/23/18 Date (mm/dd/year)	Contractor Signature	6 //3/18 Date (mm/dd/year)
Secretary, Board of Education	8/23/18 Date (mm/dd/year)	Jean Bridges, Chief Financial Officer Print Name, Title	

Form approved by OUSD General Counsel for 2017-18 FY

OAKLAND UNIFIED SCHOOL DISTRICT Office of the General Counsel APPROVED FOR FORM AND SUBSTANCE

-7/27/18

Michael L. Smith, Attorney at Law

(NGO'S 3/27/18))

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

EXHIBIT "A" SCOPE OF WORK

Description of Services to be Provided and Specific Expected Outcomes: Highlight each program that you provide to OUSD. Attach a separate document if more space is needed.

A. Lion's Pride Program

Lion's Pride is a K-5th after school and summer program serving youth living at Lion Creek Crossings in East Oakland near the Havenscourt Campus.

The Lion's Pride Program outcomes are:

- 1) Children are at grade level for academic standards & literacy.
- 2) Parents are engaged and supportive of their children's educational achievement.
- 3) Children are safe in their school, community, and home.
- 4) Young adults serve as positive role models and are prepared to enter the workforce or college.

in order to achieve these goals, the Lion's Pride Program provides the following:

- Provide walking school bus to Lion's Pride participants from Futures and CUES to Lion Creek Crossings.
 Coordinates with Futures and CUES after school programs to align student enrollment.
- Collaborate with Futures and CUES after school programs to provide STEM curriculum based on school standards.
- · Coordinate with Future and CUES and/or Futures and CUES administrators, teachers and after school program to cohost community engagement events at Lion Creek Crossings and/or school sites to support parent engagement,
- · Collaborate with Futures and CUES principals and site staff to support student attendance, school day behavior, and student academic achievement.

B. Parent University

The Parent University provides parent education and support with a goal to

- 1) To support student academic achievement and college readiness
- 2) Increase student attendance
- 3) Improve parent financial and employment goals.
- 4) Address school site specific needs

In order to achieve these goals, the Parent University provides the following:

- · Coordinates with community providers to provide education to support student academic achievement and college readiness; school day attendance; and other providers to address school site specific needs.
- · Provide SparkPoint Oakland financial and employment coaching to parents.
- · Coordinates with community providers to provide childcare, translation, and meals for participants.

C. Healthy Havenscourt Collaborative

Healthy Havenscourt Collaborative The Healthy Havenscourt Collaborative ("Healthy Havenscourt") has developed a 5-year neighborhood action plan - Havenscourt Actio Plan (see page 9 for a more detailed description of the collaborative), which outlines eight key action priorities. Two of the eight action priorities are focused on education: 1) Kindergarten Readiness; supporting families so that Havenscourt children are kindergarten ready. By 2020, Healthy Havenscourt partners are seeking to 1) Reduce kindergarten chronic absenteeism from 26% to 5% and 2) increase the number of Havenscourt children who have preschool experience. To achieve this goal, Healthy Havenscourt partners are currently implementing Parent University and morning walking school bus for Havenscourt children who attend Futures Elementary School, Partners will continue to develop strategies that better meet the needs of the community to achieve the stated goals. 2) Youth College and Career-Readiness: encouraging Havenscourt youth to be college and career-ready. By 2020, Healthy Havenscourt partners are seeking to strengthen high-school readiness for Havenscourt middle school youth, with a specific focus on attendance. To achieve this goal, Healthy Havenscourt partners are currently implementing Parent University at Roots Academy and peer mentoring program between Roots after school program and Alternatives in Action, a local charter high school in the Havenscourt neighborhood. Partners will continue to develop strategies that better meet the needs of the community to achieve the stated goals.

EXHIBIT "B" STATEMENT OF QUALIFICATIONS

Description of Organization and Relevant Experience: For individual consultants, a résumé will suffice. Attach a separate document if more space is needed.

Over the last 40 years, EBALDC has invested over \$200 million in assets to develop 2,000+ affordable homes for 4,844 low-moderate income (LMI) residents (mainly in Oakland) and more than 300,000 sq. ft. of commercial property, bringing street-level vitality, amenities, and services to historically disinvested communities and catalyzing local economic growth. We are also recognized for extensive experience in designing & operating outcomes-based programs in social services, financial stability, and community engagement. On-site social services are tailored to meet our residents' needs at each property with youth programs, mental health counseling, food & nutrition supports, and leadership training. Our financial stability programs reach thousands of Oakland residents and include financial education & coaching, matched savings accounts, and free tax services.

EBALDC launched the Lion's Pride Program at Lion Creek Crossings (LCC), EBALDC's largest housing complex, in East Oakland in March 2011 with support from Futures Elementary (Futures) and Community United Elementary (CUES), serving 60 youth in grades K-4. While EBALDC initially self-funded the program, we earned an OFCY grant in 2013 which allowed us to enrich the program with an emphasis STEAM curriculum, expanding to serving 80 youth in grades K-6 and providing training for teens. In 2015, we expanded the program to offer Thriving Families, providing mental health counseling on site. In 2016, we received additional funding from OFCY to offer Roaring Forward, which includes Young Adult College and Career Readiness programs and serve 100 youth and young adults.

EBALDC, in partnership with Untied Way of the Bay Area and Operation Hope launched the first SparkPoint Center at Lion Creek Crossings in 2011. SparkPoint Centers are places where hard-working families can access a full range of expert financial services to achieve long-term financial prosperity. At SparkPoint Oakland we specialize in financial counseling and coaching to improve individual economic outcomes, helping to build a financially secure future for Oakland residents. The SparkPoint model was created by the United Way of the Bay Area, which now hosts 14 SparkPoint centers in the 9-county area. Each SparkPoint Center brings together the most effective nonprofit and government partners to help clients build assets, grow income, and manage debt. SparkPoint clients work with a coach, who helps create a step-by-step plan to set and achieve personal financial goals. Because change does not happen overnight, SparkPoint Oakland commits to working with clients for as long as it takes to achieve their financial goals. We focus on four areas: managing credit, reducing debt, increasing income, and building assets. EBALDC is the lead agency for SparkPoint Oakland.

As part of its new strategic initiative, EBALDC has adopted its Healthy Neighborhoods Approach, a framework that brings a health-based perspective to community development. Through our Healthy Neighborhoods work, EBALDC serves as a backbone convener for our various neighborhood collaborations. We recognize and build upon the assets unique to each community to inform and establish thoughtful partnerships that will address the social factors impacting a neighborhood's health and wellbeing. The Healthy Havenscourt Collaborative ("Healthy Havenscourt") is EBALDC's East Oakland neighborhood-based collaborative. Formed in 2015, Healthy Havenscourt is comprised of residents, community-based organizations, and institutional partners. Healthy Havenscourt's vision is that children and families in the Havenscourt neighborhood are healthy and safe in their schools, homes, and community. To achieve this vision, partners developed a 5-year Havenscourt Action Plan that outlines eight key action priorities, including early childhood education, youth college and career-readiness, asthma health equity, financial and workforce development, local business development, affordable housing, and community leadership. Healthy Havenscourt is a collaborative infrastructure for Havenscourt partners to strengthen strategic alignment and collaboration towards acheiving the eight action priority results. Partners also develop a shared measurement system to track the collective impact of the collaborative's work. OUSD is a key partner, participating in Healthy Havenscourt's leadership body, Core Partners Committee as well as the youth college and career-readiness strategic workgroup. Additionally, Futures & CUES Elementary as well as Roots Academy regularly participate in the kindergarten readiness and youth college- and career-readiness strategic workgroups.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/11/2018

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(les) must have ADDITIONAL INSURED provisions or be endorsed.

this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER Arthur J. Gallagher & Co.				
LATRIER LIVAINE				
Incuronce Profess of CA LIC 40700000	PHONE			
1255 Battery Street #450				
San Francisco CA 94111 INSURER(S) AFFORDING COVERAGE	NAIC#			
INSURER A : Philadelphia Indemnity Insurance Company	18058			
INSURED EASTBAY-22	10000			
East Bay Asian Local Development Corp. 1825 San Pablo Avenue, Suite 200 INSURER B: INSURER C:				
Oakland CA 94612 INSURER D:				
INSURER E:				
INSURER F:				
COVERAGES CERTIFICATE NUMBER: 1162712627 REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLI INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO V CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL T EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.				
INSR LTR TYPE OF INSURANCE ADDL SUBR INSD WYD POLICY NUMBER POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) LIMITS				
A X COMMERCIAL GENERAL LIABILITY Y PHPK1755784 12/31/2017 12/31/2018 EACH OCCURRENCE \$ 1,000,0	00			
CLAIMS-MADE X OCCUR DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
MED EXP (Any one person) \$ 15,000				
PERSONAL & ADV INJURY \$ 1,000.0	00			
GENT AGGREGATE LIMIT APPLIES PER:				
POLICY PRODUCTS - COMP/OP AGG \$ 2,000,0				
OTHER:				
A AUTOMOBILE LIABILITY PHPK1755784 12/31/2017 12/31/2018 COMBINED SINGLE LIMIT \$1,000,00	00			
BODILY INJURY (Per person) \$				
AUTOS ONLY AUTOS BODILY INJURY (Per accident) \$				
X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY S PROPERTY DAMAGE (Per accident)				
S				
A X UMBRELLA LIAB X OCCUR PHUB612298 12/31/2017 12/31/2018 EACH OCCURRENCE \$ 15,000,0	000			
EXCESS LIAB CLAIMS-MADE AGGREGATE \$ 15,000,0				
DED RETENTIONS				
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N PER STATUTE ER OTH-				
ANYPROPRIETOR/PARTNER/EXECUTIVE N/A E.L. EACH ACCIDENT \$				
(Mandatory In NH) If yes, describe under E.L. DISEASE - EA EMPLOYEE \$				
If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$				
DESCRIPTION OF OPERATIONS // CONTROLS (MINISTER)				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Location: 1000 Broadway Suite 440, Oakland, CA 94607 Oakland Unified School District is included as Additional Insured as respects General Liability per attached endorsement				
CERTIFICATE HOLDER CANCELLATION				
CANCELLATION CANCELLATION				
Oakland Unified School District Attention: Risk Management 1000 Broadway Suite 440 Oakland CA 94607 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE	D BEFORE /ERED IN			
© 1988-2015 ACORD CORPORATION, All rights				

Policy Number: PHPK1755784 Named Insured:

COMMERCIAL GENERAL LIABILITY

CG 20 28 0/ 04

Effective Date: 12/31/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

'Name Of Additional Insured Person(s) Or Organization:

Oakland Unified School District Attention: Risk Management 1000 Broadway Suite 440 Oakland CA 94607

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

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

CG 20 28 07 04

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Search Term : east* bay* asian* local* development* Record Status: Active

ENTITY East Bay Asian Local Development Corporation

Status: Active

DUNS: 080713431

+4:

CAGE Code: 3W5A9

DoDAAC:

Expiration Date: Jan 17, 2019 Has Active Exclusion?: No

Debt Subject to Offset?: No

Address: 1825 San Pablo Ste 200

City: Oakland

State/Province: CALIFORNIA Country: UNITED STATES

ZIP Code: 94612-1517

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