

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	19-0344
Introduction Date	3/13/2019
Enactment Number	19-0432
Enactment Date	3/13/19 If



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education  
**From** Kyla Johnson-Trammell, Superintendent  
Ali Metzler, Community School Leadership Coordinator

**Board Meeting Date** 3/13/2019

**Subject** Memorandum of Understanding

Contractor: Support Life Foundation  
Services For: Community Partnerships, Community Schools and Student Services Dept.

**Action Requested and Recommendation** Approval by the Board of Education of Memorandum of Understanding between the District and Support Life Foundation, Oakland, CA for the latter to provide students from local colleges and universities to serve as teaching assistants and tutors under the supervision of OUSD teachers; they will help explain the lessons, provide tutoring, and support any academic issues which may come up, at Fremont high school, for the period of January 22, 2019 through January 22, 2022 at no cost to the District.

**Background**  
*(Why do we need these services? Why have you selected this vendor?)*

Support Life Foundation's Project Educate program supports teachers by providing them with much needed classroom assistance, and encourages OUSD students by exposing them to local college students that are eager to help them with school and life.

**The following are the costs to parents or students (if applicable):**  
None

**Competitively Bid** Was this contract competitively bid? No

If no, exception: No fees to OUSD for services; in kind partnership

**Fiscal Impact** Funding resource(s): No fiscal impact

**Attachments**

- Memorandum of Understanding

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**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

## MEMORANDUM OF UNDERSTANDING (NO COST) 2018-2019

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into between Oakland Unified School District (OUSD) and Support Life Foundation (CONTRACTOR)

and. 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).

The parties agree as follows:

1. **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):

Fremont High School

2. **Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.

3. **Term:** The term of this MOU shall be from 01/22/2019 to 01/22/2022, not to exceed three years from the start date.  
[mm/dd/yyyy] [mm/dd/yyyy]

4. **Compensation:** CONTRACTOR's services or program described in this MOU will be provided at no cost to OUSD. The following are all costs to parents or students (if applicable):

None.

### 5. CONTRACTOR Qualifications / Performance of Services:

1. **CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services identified in this MOU in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply. A description of CONTRACTOR'S organization with evidence of relevant experience is attached as Exhibit "B": Statement of Qualifications.

2. **Expectations or Goals of Program's Services:** The following checked items are in agreement with CONTRACTOR'S program's services:

- ☐ 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
- ☐ Help create full service community schools in OUSD
- ☒ Increase graduation rates
- ☐ Other: \_\_\_\_\_

6. **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 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:**

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  
Email: marion.mcwilliams@ousd.org

**CONTRACTOR:**

Contact: Salah Elbakri  
Title: Executive Director  
Address: 3349 International Blvd. Suite 3.  
Oakland, CA 94601  
Phone: 510-541-6293  
E-mail: sal@supportlives.org

OUSD Sponsoring Department: Community Schools & Student Services

7. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this MOU, 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.

8. **Insurance:**

Unless specifically waived by OUSD, the following insurance is required:

1. 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 (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
2. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of the MOU (and within 15 days of each new policy year thereafter during the term of this MOU). Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
3. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

CONTRACTOR is not required to maintain any insurance under this MOU. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

9. **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.
10. **Assignment:** The rights and obligations of CONTRACTOR under this MOU shall not be assigned without the express prior written consent of OUSD.
11. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

12. **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 or prevent a similar subsequent act from constituting a violation of the MOU.
13. **Termination/Amendment:** Either party may terminate this MOU at any time, without cause, with 30 days 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.

14. **Responsibilities of CONTRACTOR:**

1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code 49406 within 60 days prior to working with students. If tuberculosis risk factors are identified, CONTRACTOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the CONTRACTOR agent shall obtain an x-ray of the lungs. At his/her discretion, CONTRACTOR agent may choose to submit to the examination instead of the risk assessment.
2. **Fingerprinting of Employees and Agents:** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this 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.

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.

3. **Required Documents re Tuberculosis and Fingerprinting:**

CONTRACTOR CANNOT commence the services agreed to in this MOU until it has submitted the following documents (in addition to the insurance document noted above):

i. **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 clearance from the tuberculosis risk assessment or negative TB status of individual within the prior 60 days.

**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.

15. **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.
16. **Limitation of OUSD Liability:** 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 MOU for the services performed in connection with this MOU.
17. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this MOU. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
18. **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.

19. **Register With/Update Enrichment Provider database:** In order to maintain accurate up-to-date information on the services provided, CONTRACTOR shall register in OUSD's Enrichment Provider database, update program information and schools during the school year when CONTRACTOR's programs and schools change midyear, and update program information and schools prior to commencing services during subsequent school years.
20. **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.
21. **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/>).
22. **Severability:** If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
23. **Provisions Required By Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this MOU shall be deemed to be inserted herein and this MOU shall be read and enforced as though it were included therein.
24. **Captions and Interpretations:** Section and paragraph headings in this MOU are used solely for convenience and shall be wholly disregarded in the construction of this MOU. No provision of this MOU shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this MOU shall be construed as if jointly prepared by the Parties.
25. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this MOU shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD (specifically excluding any underlying pre-existing intellectual property). OUSD may, with CONTRACTOR's prior written consent, use CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this MOU. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
26. **Litigation:** This MOU shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this MOU.
27. **Incorporation of Recitals and Exhibits:** Any recitals and exhibits attached to this MOU are incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.
28. **Integration/Entire Agreement of Parties:** 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 by a written instrument executed by both Parties.
29. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites, including at these School(s).
30. **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.
31. **Signature Authority:** Each party has the full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each Party has been given the proper authority and empowered to enter into this MOU.
32. **Indemnification:** To the fullest extent permitted by California law, CONTRACTOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of or in any way related to the performance of this MOU. CONTRACTOR also agrees to hold harmless, indemnify, and defend the Indemnified Parties from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR arising out of or in any way related to the performance of this MOU. CONTRACTOR shall, to the fullest extent permitted by California law, defend the Indemnified Parties at CONTRACTOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that CONTRACTOR proposes to defend the Indemnified Parties. This provision survives termination of this MOU.

Memorandum of Understanding (No Cost)

33. **Contract Publicly Posted:** 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.
34. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this MOU until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent that formal approval. This MOU shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

**OAKLAND UNIFIED SCHOOL DISTRICT**

Amina Ery 3/14/19  
\_\_\_\_\_  
☐ President, Board of Education Date  
☐ Superintendent  
☐ Chief or Deputy Chief  
[Signature] 3/14/19  
\_\_\_\_\_  
Secretary, Board of Education Date

**CONTRACTOR**

[Signature] 01/23/2019  
\_\_\_\_\_  
Contractor Signature Date

Salah Elbakri, Executive Director  
\_\_\_\_\_  
Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY

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

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

1. **Description of Services to be Provided and Specific Expected Outcomes:** Provide a description of the program(s) and service(s) the contractor will provide. Be specific about what program(s) and service(s) will be provided to OUSD and what *this* Contractor will do.

The Support Life Foundation's Project Educate will be recruiting students from local colleges and universities, and have them pass through the Oakland Unified School District's vetting procedure in order to serve as teaching assistants and tutors. They will operate strictly within the physical space of the classroom under a teaching instructor's direction and supervision during classroom hours. The said school will have its program internally managed by its students' counselors, who will allocate and prepare the schedule of student volunteers to the said targeted students. The services provided to the clients and beneficiaries of Project Educate will be carried out by students of local colleges and universities. They will be operating under the supervision of the teaching instructors in the vicinity of the classroom of the respective high schools in which they volunteer at, during school hours over the period of a whole semester, as defined by Oakland Unified School District. The volunteers will operate at their choosing of one to three hours a week, per week throughout the semester. The services which the volunteers of the Support Life Foundation will provide support to the teachers in the classrooms which they will be stationed in by providing one-on-one support to students struggling academically, as well as administering the classroom. They will help explain the lessons, provide tutoring, and work with the students on any academic issues which may come up throughout the course of the semester.

## EXHIBIT "B" STATEMENT OF QUALIFICATIONS

1. **Description of Organization and Relevant Experience:** For individual consultants, a resume is sufficient. Attach a separate document if more space is needed.

Support Life Foundation is an international non-profit organization whose goal is to alleviate the various forms of oppression in society by developing unique programs that maximize impact and minimize cost. These include, but are not limited to: vocational trainings, workforce development, youth tutoring, and nursing certifications, to name but a few. Support Life Foundation has coordinated and organized service projects internationally, primarily in Africa, as well as various states throughout the United States of America. The first attempt at this specific program was launched 1997 in the city of Chicago within its Southside District, which is vernacularly known as "Chiraq" (Chicago + Iraq) due to the large amount of gun-related deaths. The program was highly successful, and eventually became its own independent non-profit organization under the name "IMAN", which is still in operation till this date, and has expanded its focus from education to also include providing healthcare services.



## **Resume of Executive Director**



Salah Elbakri is a resident of Oakland with a deep passion for social justice. He actively fundraises for many civic, charitable, international relief and community organizations and that help secure the civil rights of local minorities and immigrant populations throughout the Bay Area. He is also a current member of a host of environmental and civil rights organizations.

Salah is the current Co-Chair of the Oakland Improvement District, a civil authority he helped create in 2001 in response to the lack of the City's efforts to improve its dismal urban living conditions. He helped restart the "Peralta Corporation" with funds collected by the City from property owners, an inner-city maintenance company that employs numerous previously unemployed and correctional facilities graduates who struggled finding employment opportunities. Currently, the corporation provides janitorial and horticultural services to five large East Bay and Oakland neighborhoods.

He has also served in elected public office, where he co-chaired the "Community Development Block Grant" from 2002 to 2007, and was involved in the interview process of hundreds of national and local non-profit programs. Through his position, he selected qualified local charities and nonprofit organizations to be awarded funds and sent recommendations with funding amounts for ratification by the City Council. The program is the largest Federal grants program for local Non-Profits.

From 2013 till 2015, Salah served as President of "Yaseen Foundation", a local non-profit cultural and educational community foundation, where he helped gather funds for the purchase of the Yaseen Community Center in Burlingame. He chaired the "Charitable Giving Fund" from 2001 through 2015, as well as serving as head of Creative Youth Programming from 2011 to 2016.

Salah is the current CEO and co-founder of "Support Life Foundation", an international organization that aims to reduce poverty through the creation of carefully-designed programs that promote youth education, as well as building specific sets of skills for adults. The organization's programs include, but are not limited to, teaching vocational income-earning skills, and a one-year midwives certification program.

He studied Mathematical Economics at the Middle East Technical University in Ankara, Turkey, and graduated with a BS in Economics in 1991, and migrated to the USA in the same year. In his personal life, Salah leads his own brokerage business and is a loving father of two university students.

## **Zaki Fasihuddin Bio**

**Zaki Fasihuddin, VP Digital, Volvo and CEO, Volvo Ventures.**

**Zaki Fasihuddin is the CEO & Managing Director of Volvo Cars Venrures, Volvo's Corporate VC arm responsible for investing in high potential tech start-ups in the Transportation and mobility spaces. In addition, he is a VP in the Volvo car group responsible for Digital Innovation and Strategic Partnerships. Zaki is based in Volvo's Silicon Valley Technology Center in Mountain View, California and spends much of his time in Volvo HQ in Sweden.**

**Prior to Volvo, Zaki has held leadership roles in Product Management, Innovation and Business Development at American Express, PayPal/eBay and McDonald's Corp where he established the San Francisco Digital Office.**

**Earlier in his career, Zaki spent over 10 years toiling as a start-up man. He continues to stay close to his entrepreneurial roots as a mentor for Techstars Mobility - a startup Investor company.**

**Zaki has a BS in Foreign Service from Georgetown University, an MBA from Babson Graduate School and has an Executive Management degree from MIT.**

**Zaki has a loving wife and two young kids in middle school.**



## **Kutub Mahmood**

**Kutub Mahmood, PhD. Is a Scientific Director, works for PATH, a non-profit organization that functions in conjunction with a grant from the Bill and Melinda Gates Foundation. He migrated from India to pursue his education at MIT where he met his wife and received his education. He has been living in the Bay Area for the past 20 years after moving from the East Coast.**

**Kutub, he has three College-level children: the eldest graduated from Stanford and UCSF, the middle child graduated from UC Berkeley. He is founding member of the GiveLife Foundation and has been serving on it's board.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2018

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(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Conclse Insurance Services 3349 International Blvd ste 2 Oakland, CA 94601 License #: 0E39016	<b>CONTACT NAME:</b> Salah E. ELbakri	
	<b>PHONE (A/C, No, Ext):</b> (510)534-6293 <b>FAX (A/C, No):</b>	
<b>INSURED</b>  Support Life Foundation DBA: Project Educate 3349 International Blvd # 3 Oakland, CA 94601	<b>E-MAIL ADDRESS:</b> Sal@conclseinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Evanston Insurance Company	
	<b>INSURER B:</b> Scottsdale Indemnity Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>NAIC #</b>		

**COVERAGES**

CERTIFICATE NUMBER: 00000000-31991

REVISION NUMBER: 4

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 type="checkbox"/> LOC OTHER:	Y	3AA310722	10/31/2018	10/31/2019	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>Included</b>
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<b>Directors &amp; Officers</b>		EKI3273555	10/31/2018	10/31/2019	1,000,000
A	<b>Abuse or Molestation</b>	Y	3AA310722	10/31/2018	10/31/2019	100,000

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

The following has been added as Additional Insured,

OAKLAND UNIFIED SCHOOL DISTRICT  
ATTENTION: RISK MANAGEMENT  
1000 BROADWAY SUITE 440, OAKLAND, CA 94607

**CERTIFICATE HOLDER****CANCELLATION**

OAKLAND UNIFIED SCHOOL DISTRICT  
ATTENTION: RISK MANAGEMENT  
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

(SEE)

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## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

#### SCHEDULE

Person Or Entity:	OAKLAND UNIFIED SCHOOL DISTRICT
Address:	ATTENTION: RISK MANAGEMENT, 1000 BROADWAY SUITE 440, OAKLAND, CA 94607
Interest Of The Above:	3349 INTERNATIONAL BLVD., #3, OAKLAND, CA 94601
Additional Premium	\$ 100 (Check box if fully earned <input checked="" type="checkbox"/> )

- A. Who Is An Insured is amended to include as an additional insured the person or entity shown in the Schedule of this endorsement, but only with respect to negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a contract is not an acceptance of any other provisions of the contract or the contract in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to the additional insured shown in the Schedule of this endorsement for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

- B. With respect to the insurance afforded to this additional insured, the following is added to limits of insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.



January 9th, 2019

Dear Martin,

Please be informed that all program personnel entering schools and/or interacting with students are screened for TB and their fingerprints are cleared by CA DOJ/FBI with subsequent arrest notifications. Please find below list of first batch of volunteers.

	ATI Number	Clearance Date
-Faisal kamal Abu-Shamsieh	M333ABF011	11/29/2018
-Zaid Q Syed	M334SYZ012	11/30/2019
-Bilal Elbakri	B299ELB443	10/26/2018
-Salah Eddin Elbakri	M283ELS001	10/14/2018
-Ameer Adnan Siddiqui	M333SIA010	11/29/2018

Respectfully,

A handwritten signature in blue ink, appearing to read "Salah Eddin Elbakri", with a long horizontal flourish extending to the right.

Salah Eddin Elbakri, Executive Director