

## TALENT DIVISION

### Employee Retention & Development

Oakland Unified School District

1000 Broadway, Suite 295 • Oakland, CA 94607-4033

Tara Gard, Deputy Chief, Talent Division • 510.879.0202 • tara.gard@ousd.org

Sarah Glasband, Manager, Employee Retention & Development • 510.517.7414 • sarah.glasband@ousd.org



OAKLAND UNIFIED  
SCHOOL DISTRICT

Learning. Growing. Inspiring.

Board Office Use: Legislative File Info.	
File ID Number	19-0958
Introduction Date	5/22/19
Enactment Number	19-0767
Enactment Date	5/22/19 os

# Memo

To Board of Education

From Kyla Johnson-Trammel, Superintendent  
Tara Gard, Deputy Chief, Talent Division

Board Meeting Date \_\_\_\_\_  
(To be completed by  
Procurement)

## SUBJECT

Memorandum of Understanding with Concourse Education for Classified-to-Teacher Pipeline Partnership, as specified, for the term July 1, 2019 through June 30, 2022.

## ACTION REQUESTED

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and *Concourse Education (Concourse)*, for a Classified-to-Teacher Pipeline program that includes support for the participants' earning of applicable Bachelors' Degrees and passage of relevant required state exams for teaching, including the CBEST and CSET, as specified, for the term July 1, 2019 through June 30, 2022. There is no District funding. There will be no fiscal oversight.

## SUMMARY

The District has maintained the practice of supporting classified staff in the earning of the necessary degrees and credentials to application for certificated positions within the District. It is in the best interest of staff to provide multiple pathways to earn these credentials, and the District chooses to partner with Concourse Education as an additional opportunity to achieve this goal. Concourse is a non-profit organization that provides intensive support for students enrolled in their university partner institution (Southern New Hampshire University). While enrolled in the Concourse program, students will work toward earning BA degrees, and will continue into credential programs of their choice. The District already partners with multiple credential program providers, and staff would have access to these options.

This Memorandum of Understanding with *Concourse establishes a collaborative relationship to conduct outreach and support the enrollment of District staff into the Concourse program.*

## BACKGROUND

Concourse is proud to partner with charter and District schools to provide a new pathway for future teachers. Concourse provides a supportive and accelerated degree experience for classified staff to begin the journey to earning BA degrees and credentials, directed at application for new certificated positions within their school networks or the District. Concourse facilitates CBEST and CSET exam prep during the BA degree program

and prepares students for acceptance into the top credential programs in the Bay Area (including those already in partnerships with the District). The District agrees to provide access to classified staff for recruiting purposes, and, given eligibility, may connect staff with tuition-assistance programs and future hiring opportunities.

Concourse expects to enroll several students in the program through partnership with Oakland Unified School District in the year covered by this Agreement.

Overall, it should be noted that the District's partnerships with Concourse is part of a larger effort to recruit and retain qualified and invested staff already working in District schools.

### **STRATEGIC ALIGNMENT**

This strategy of supporting classified staff in the earning of BA degrees is in service to the establishment of a clear pathway for classified staff to access credential programs, which will provide new opportunities for classified staff to apply for certificated positions within the District. By developing new pathways, the District retains classified employees in the long term by investing in their professional development.

### **DISCUSSION**

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and *Concourse Education (Concourse)*, for a Classified-to-Teacher Pipeline program that includes support for the participants' earning of applicable Bachelors' Degrees and passage of relevant required state exams for teaching, including the CBEST and CSET, as specified, for the term July 1, 2019 through June 30, 2022. There is no District funding. There will be no fiscal oversight.

### **FISCAL IMPACT**

*Funding of the Concourse partnership is not covered under this Agreement. There will be no fiscal oversight.* This partnership will carry no fiscal impact on the District.

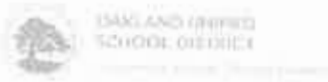
The Talent Division and office of Employee Retention & Development projects that in the school year 2019-20, the District will support approximately 8-12 classified employees in the Concourse program through this partnership.

### **RECOMMENDATIONS**

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and *Concourse Education (Concourse)*, for a Classified-to-Teacher Pipeline program that includes support for the participants' earning of applicable Bachelors' Degrees and passage of relevant required state exams for teaching, including the CBEST and CSET, as specified, for the term July 1, 2019 through June 30, 2022. There is no District funding. There will be no fiscal oversight.

### **ATTACHMENTS**

Memorandum of Understanding  
Concourse Insurance Certificate  
District Contract Justification Form  
District Routing Form



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

**Legislative File ID No.** \_\_\_\_\_

**Department:** TALENT DIVISION / EMPLOYEE RETENTION & DEVELOPMENT

**Vendor Name:** Concourse Education

**Contract Term:** Start Date: July 1, 2019 End Date: June 30, 2022

**Annual Cost:** \$00.00

**Approved by:** Sarah Glasband, Manager, Employee Retention & Development

**Is Vendor a local Oakland business?** Yes ☐ No ☒

**Why was this Vendor selected?**

The District has made a practice of providing pathways for classified employees to earn the necessary credentials to apply for certificated roles, including becoming classroom teachers. The vendor (Concourse Education) is a new pathway program that supports working adult students to earn BA degrees, which unlock their abilities to enter teaching credential programs. Vendor agrees to provide ongoing coaching and support while students are enrolled, and facilitates credential exam preparation to ensure graduates are prepared to enter the teaching field without impediments.

**Summarize the services this Vendor will be providing.**

Vendor will conduct outreach to District staff and support applicants with FAFSA completion and processing. Once enrolled, Vendor will provide each student with a personal coach, access to tutoring and a co-working space located in Oakland, and exposure to regional credential programs. All students will also receive facilitated exam prep for credentials, including but not limited to the CBEST and CSET.

**Was this contract competitively bid?** Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

No such determination was necessary. No competitive bidding process is involved. This collaboration results in no cost to the District for access to the program.

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**

**TALENT DIVISION****Employee Retention & Development**

Oakland Unified School District

1000 Broadway, Suite 295, Oakland, CA 94607-4001

Tara Gard, Deputy Chief, Talent Division • 510.879.0202 • tara.gard@ousd.org

Sarah Glasband, Manager, Employee Retention &amp; Development • 510.517.7414 • sarah.glasband@ousd.org

**OAKLAND UNIFIED  
SCHOOL DISTRICT**

Tara Gard, Deputy Chief

## Memorandum of Understanding

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### Collaboration Agreement

Concourse Education  
and  
Oakland Unified School District

## Background

This Collaboration Agreement ("Agreement"), dated as of July 1, 2019 (the "effective date"), is entered into by and between the Bay Area Hybrid College Initiative, a California Nonprofit Public Benefit Corporation ("Concourse Education") with a principal place of business at 1015 Macdonald Avenue, Richmond, CA 94801, and Oakland Unified School District ("Collaborator"), a public school district in the State of California, County of Alameda, located at 1000 Broadway, Oakland, CA 94607. The parties are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, Concourse Education's mission is to enable underserved students in the San Francisco Bay Area to earn an affordable, efficient, supported, and job-relevant bachelor's degree — leading to a great first job and increased opportunity over time; and

WHEREAS, Concourse Education and Collaborator intend to build a working relationship to further the mission and goals of both organizations;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, Concourse and Collaborator hereby agree as follows:

## Agreement

1. **Scope of Collaboration:** The Parties agree to collaborate on identifying and nominating prospective participants (“Fellows”) for the Concourse program (the “Collaboration”). In furtherance of the foregoing, the Parties agree to perform their respective obligations as set forth on **Exhibit A**, attached.
  - a. **Points of Contact:** Each Party will appoint a point of contact (each a “Point of Contact”) for the Collaboration. Each Party’s Point of Contact will serve as such Party’s primary representative during the conduct of the Collaboration and will have the authority with respect to the applicable Party to implement this Agreement. Each Party may replace its Point of Contact upon written notice to the other Party.

The initial Point of Contact for Concourse is Jeff Manassero.  
The initial Point of Contact for Collaborator is Sarah Glasband.
2. **Term:** This Agreement will commence on the Effective Date and will continue in effect through June 30, 2022, or until terminated as set forth below (the “Term”).
3. **Termination:** Either Party may terminate this Agreement without cause at any time upon written notice to the other Party. The rights and obligations of the Parties set forth in Sections 4 through 12, inclusive, shall survive any termination or expiration of this Agreement.
4. **Costs and Expenses:** The Parties shall be responsible for their own costs and expenses and the costs and expenses of their respective employees or other agents participating in any aspect of the Collaboration, regardless of their nature.
5. **Confidentiality:**
  - a. Each Party agrees to keep all information made available to it by or on behalf of the disclosing Party confidential and to use such information only to exercise its rights and fulfill its obligations under this Agreement or the Collaboration (except as the disclosing Party may otherwise agree in writing), and not to disclose such information, except to employees, agents or other persons or entities who need to know it for the purposes of this Agreement or the Collaboration and who have agreed in writing to the terms and conditions of this Section 5. Upon the termination or expiration of this Agreement or any request therefor by the disclosing Party, the receiving Party shall return to the disclosing Party or, at the

election of the disclosing Party, securely dispose of, all copies of the disclosing Party's information then in its possession.

- b. The obligations under this Section 5 shall not extend to information that: (i) is known to a receiving Party at the time of its disclosure without breach of this Section 5; (ii) becomes publicly known without breach of this Section 5 by the receiving Party; (iii) is disclosed by a third party to a receiving Party and such third party is not known by the receiving Party to be bound by a duty of confidentiality to the disclosing Party or is not otherwise known by the receiving Party to be under any obligation not to disclose such information to the receiving Party; (iv) is required to be disclosed by a court of law exercising valid jurisdiction with respect thereto; or (v) is approved for release upon a disclosing Party's prior written consent.
6. **Privacy and Information Security:** Each of the Parties agrees to comply with all applicable laws in all relevant jurisdictions, including, without limitation, the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99), California Education Code § 49060 et seq. in connection with any collection, storage, transfer and/or use of any information that may be used to identify an individual personally that may be provided to either Party pursuant to this Agreement or the Collaboration.
7. **Intellectual Property:** Each Party retains exclusive right, title, and interest in and to all of its intellectual property existing prior to the date hereof or developed outside the scope of this Agreement or the Collaboration. Any intellectual property developed by a Party or its employees or other agents in connection with this Agreement or the Collaboration without the participation of the other Party or its employees or other agents is and will remain the sole and exclusive property of the developing Party.
8. **Indemnity:** Each of the Parties shall indemnify and hold harmless the other Party, its directors, employees, agents and representatives and their respective successors, heirs and assigns from and against any and all losses, damages, liabilities, costs, and other expenses (including reasonable attorneys' fees) imposed on or incurred by the other Party, its directors, employees, agents or representatives or their respective successors, heirs and assigns in connection with any claims, actions, suits, demands or judgments (collectively, "Claims") resulting from or arising out of such Party's breach of or default under this Agreement, except to the extent that such Claims arise or result from the fraud, gross negligence or willful misconduct of the other Party, its agents or representatives or their respective successors, heirs and assigns. The Party seeking indemnification hereunder shall promptly notify the indemnifying Party in writing of any Claim for which indemnification is sought under this Agreement.

District and Concourse Education Insurance:

**Acknowledgment of Insurance Status:** This Agreement acknowledges that the District is permissibly self-insured for all required coverages. In the case that Concourse is self-insured for all required coverages, Concourse will provide a legally authorized document so stating, or it will provide a Certificate of Insurance, issued by the Insurer, naming the District as an Additional Insured, attached to this Agreement. The District and Concourse each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder. Such insurance shall include but not be limited to the following:

- Commercial General Liability, Professional Liability, and Automobile Liability for bodily injury, personal injury and property damage;
- Workers' Compensation coverage with statutory limits; and
- Employers Liability coverage.

The District shall defend, indemnify and hold Concourse, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees, or agents.

Concourse shall defend, indemnify and hold the District, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees, or agents.

9. Disclaimers & Limitation of Liability:

- a. EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.



- b. Limitation of Liability: EXCEPT WITH RESPECT TO LIABILITY FOR INDEMNIFICATION, ANY INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS OR ANY BREACH OF SECTIONS 5 OR 6, TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INJURY TO OR LOSS OF GOODWILL, REPUTATION, CONTRACTS, OR OPPORTUNITIES (REGARDLESS OF HOW THE FOREGOING ARE CLASSIFIED OR DESCRIBED), OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE OF, OR BREACH OF, THIS MOU), REGARDLESS OF WHETHER SUCH LOSS OR DAMAGES WAS FORESEEABLE OR THE PARTY AGAINST WHOM SUCH LIABILITY IS CLAIMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED UPON OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 10. Relationship: Nothing in this Agreement shall be construed as creating a partnership, joint venture or other legal entity among the Parties. Neither Party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.
- 11. Dispute Resolution:
  - a. The Parties agree that any and all controversies, claims, or disputes with anyone arising out of, relating to, or resulting from this Agreement or the Collaboration including any questions regarding its existence, validity or termination, as well as any challenges to the tribunal's jurisdiction, shall be subject to binding arbitration to be held in San Francisco County, California, in accordance with the arbitration rules set forth in California Code of Civil Procedure Section 1280 through 1294.2, including Section 1283.05 (the "Rules") and pursuant to California law. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation. The Parties will each pay one half of the costs and expenses of the arbitration, and each will separately pay their own counsel fees and expenses. The Parties also agree that the arbitrator shall have the power to award any remedies, including attorneys' fees and costs that are available under applicable law. The Parties agree that the decision of the arbitrator shall be in writing.

- b. Arbitration shall be the sole, exclusive, and final remedy for any dispute between the Parties. Accordingly, neither Party will be permitted to pursue court action regarding claims that are subject to arbitration. Judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. This arbitration clause constitutes a waiver of any right of a Party to a jury trial for all disputes relating to all aspects of this Agreement.
- c. Each Party's promise to resolve claims by arbitration in accordance with the provisions of this Agreement, rather than through the courts, is consideration for the other Party's like promise. The Parties acknowledge and agree that they are executing this Agreement voluntarily and without any duress or undue influence by the other Party or anyone else.

12. Miscellaneous Provisions:

- a. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of the Parties.
- b. The laws of the state of California, excluding its conflict of laws rules, will apply to any disputes arising out of or relating to this Agreement or the Collaboration.
- c. This Agreement may be executed in several counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement.
- d. This Agreement may not be transferred or assigned without the express written permission of both Parties.
- e. All notices and requests in connection with this Agreement shall be given to the Parties by e-mail with accompanying read receipt, as set forth below.

**If to Concourse:**

Attention: Jeff Manassero, Co-founder  
Concourse Education  
1015 Macdonald Ave  
Richmond, CA 94801  
jeff@myconcourse.org

**If to Collaborator:**

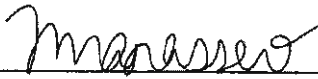
Attention: Sarah Glasband  
1000 Broadway Suite 295  
Oakland, CA 94607-4043

- f. The failure of any Party to exercise any right or remedy provided for herein shall not be deemed a waiver of any right or remedy hereunder.
- g. If, for any reason, any part of this Agreement is held to be invalid, that ruling shall not impair the operation of such other parts of this Agreement as may remain otherwise intelligible.
- h. This Agreement sets forth the entire understanding of the Parties relating to the subject matter hereof and supersedes all prior agreements and understandings among or between the Parties relating to the subject matter hereof.

## Execution of Agreement

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

### **Concourse Education**


  
\_\_\_\_\_  
Jeff Manassero, Co-Exec Director

4/23/2019  
\_\_\_\_\_  
Date

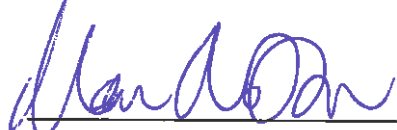
### **Oakland Unified School District**

  
\_\_\_\_\_  
Aimee Eng, President Board of Education

5/23/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kyla Johnson-Trammell, Superintendent  
Secretary, Board of Education

5/23/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Marion McWilliams  
General Counsel

5/25/19  
\_\_\_\_\_  
Date

## Exhibit A

1. Scope of Collaboration: Concourse and Collaborator agree to cooperate to identify prospective Fellows for the Concourse program and to maintain ongoing communication about participating fellows' program status and progress.
2. Responsibilities of Concourse: Concourse agrees to:
  - a. Provide Collaborator with printed and digital program collateral;
  - b. Provide its name and logo for use by the Collaborator in connection with the Collaboration;
  - c. Provide a Concourse employee as a dedicated point of contact for the Collaborator to support the Collaboration;
  - d. Approve the use of Concourse's name and logo on Collaborator's website and other program materials;
  - e. Reserve for the Collaborator up to 15 program slots for access by Collaborator clients or stakeholders who apply to and are accepted into the Concourse program; and
  - f. Where permissible (and in accordance with Section 6 above), furnish Collaborator with data on the performance of fellows in the Concourse program referred under the terms of this Agreement.
3. Responsibilities of Collaborator: Collaborator agrees to:
  - a. Work with Concourse to conduct digital outreach (through email, text message, social media, or other channels) to clients or other stakeholders to inform them of the Concourse program;
  - b. Work with Concourse to conduct in-person information sessions on site;
  - c. Mutually arrange with Concourse a target of referring 8-12 fellows within 1 year of the Effective Date of Agreement;
  - d. At discretion of the Collaborator, provide need-based tuition assistance up to an amount defined by the Collaborator for participating fellows. Collaborator reserves the right to define and change the terms of their tuition support as they choose;
  - e. Where applicable, work with Concourse to identify opportunities to promote Concourse at in-person events; and
  - f. Approve the use of Collaborator's name and logo on Concourse's website and on other program materials.



THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

April 9, 2019

OAKLAND UNIFIED SCHOOL DISTRICT  
1000 BROADWAY STE 295  
OAKLAND CA 94607-4099

**Account Information:**

<b>Policy Holder Details :</b>	BAY AREA HYBRID COLLEGE INITIATIVE, INC.
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**Contact Us**

Business Service Center

**Business Hours:** Monday - Friday  
(7AM - 7PM Central Standard Time)

**Phone:** (866) 467-8730

**Fax:** (888) 443-6112

**Email:** [agency.services@thehartford.com](mailto:agency.services@thehartford.com)

**Website:** <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

WLTR005



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/09/2019

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).

<b>PRODUCER</b> EMBROKER INS SERVICES LLC/PHS 57556837 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78265	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (866) 467-8730	<b>FAX (A/C, No):</b> (888) 443-6112
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> BAY AREA HYBRID COLLEGE INITIATIVE, INC. 1015 MACDONALD AVE RICHMOND CA 94801-3113	<b>INSURER A:</b> The Sentinel Insurance Company	<b>NAIC#</b> 11000
	<b>INSURER B:</b> Property & Casualty Ins Co. of Hartford	34690
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			57 SBA BK1541	01/04/2019	01/04/2020	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS	SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	HIRED AUTOS	NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	
	DED	RETENTION \$					AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			57 WEC AB5N37	05/21/2018	05/21/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**OAKLAND UNIFIED SCHOOL DISTRICT  
1000 BROADWAY STE 295  
OAKLAND CA 94607-4099**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

© 1988-2015 ACORD CORPORATION. All rights reserved.



Select Customer Insurance Center

3600 WISEMAN BLVD.

SAN ANTONIO TX 78251

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (866) 467-8730

SERVICE.TX@THEHARTFORD.COM

## **INSURANCE ENDORSEMENT ATTACHED**

**\*\*\* PLEASE REVIEW THE CHANGE \*\*\***

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes:

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (866) 467-8730 between 7 A.M. and 7 P.M. CST.

The premium billing will be mailed to you separately. You can expect to receive it soon.

Thank you for allowing us to service your business needs.

EMBROKER INS SERVICES LLC/PHS

THE HARTFORD SELECT CUSTOMER INSURANCE CENTER

The Hartford  
Hartford Fire Insurance Company and its Affiliates  
One Hartford Plaza, Hartford, Connecticut 06155





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **POLICY CHANGE**

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

**Policy Number:** 57 SBA BK1541 DX

**Named Insured and Mailing Address;** BAY AREA HYBRID COLLEGE  
INITIATIVE, INC.  
1015 MACDONALD AVE  
RICHMOND CA 94801

**Policy Change Effective Date:** 04/18/19

**Effective hour is the same as stated in the  
Declarations Page of the Policy.**

**Policy Change Number:** 001

**Agent Name:** EMBROKER INS SERVICES LLC/PHS  
**Code:** 556837

### **POLICY CHANGES:**

SENTINEL INSURANCE COMPANY, LIMITED

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING  
STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK  
ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.  
THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

BUSINESS LIABILITY OPTIONAL COVERAGES ARE REVISED

ADDITIONAL INSURED(S) ARE ADDED  
THE FOLLOWING ARE ADDITIONAL INSURED FOR BUSINESS LIABILITY COVERAGE IN  
THIS POLICY.

LOCATION 001 BUILDING 001  
PERSON/ORGANIZATION: SEE FORM IH 12 00

FORM NUMBERS OF ENDORSEMENTS ADDED AT ENDORSEMENT ISSUE:  
PRO RATA FACTOR: 1.000

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

**Form SS 12 11 04 05 T**  
**Process Date:** 04/18/19

**Page** 001 (CONTINUED ON NEXT PAGE)  
**Policy Effective Date:** 01/04/19  
**Policy Expiration Date:** 01/04/20

# POLICY CHANGE (Continued)

**Policy Number:** 57 SBA BK1541

**Policy Change Number:** 001

IH12001185 ADDITIONAL INSURED ☐ PERSON-ORGANIZATION

**POLICY NUMBER:** 57 SBA BK1541



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED - PERSON-ORGANIZATION

OAKLAND UNIFIED SCHOOL DISTRICT  
1000 BROADWAY STE 295  
OAKLAND, CA 94607-4099



## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2019-20

### Basic Directions

**Services cannot be provided until the MOU is fully approved and a Purchase Order has been issued.**

1. Contractor and OUSD Administrator reach agreement about scope of work and compensation.
2. Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding.
3. OUSD Administrator verifies contractor does not appear on the Excluded Parties List.
4. OUSD contract originator creates the requisition on IFAS.
5. Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

### Agency Information

Agency Name	Concourse Education	Agency's Contact Person	Jeff Manassero
Street Address	1015 Macdonald Ave.	Title	Co-Executive Director
City	Richmond	Telephone	916-743-2559
State	CA	Zip Code	94801
Email	jeff@myconcourse.org		
OUUSD Vendor Number			
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. ( <a href="http://www.sam.gov/portal/public/Sam/">www.sam.gov/portal/public/Sam/</a> )		

### Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	7/1/19	Date work will end	6/30/22	Total Contract Amount	0
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### Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
			5825	\$0.00	
			5825	\$0.00	
			5825	\$0.00	
			5825	\$0.00	

### OUUSD Contract Originator Information

Name of OUSD Contact	Sarah Glasband, Manager	Email	sarah.glasband@ousd.org	
Telephone	510-517-7414 (mobile)	Fax		
Site/Dept. Name	TALENT DIVISION Employee Retention & Development	Enrollment Grades	K	through 12

### Approval and Routing (in order of approval steps)

Services cannot be provided before the MOU is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

☒ OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov>)

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			4/25/19
2. Resource Manager			
3. Network Superintendent / Executive Director			
4. Cabinet (SBO, CFO, CSO, Deputy Chief)			
5. Board of Education or Superintendent			
Procurement	Date Received		