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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer

Meeting Date September 14, 2022

Subject Approve Services Agreement 2022-2023 with Bay Area Community Resources (BACR-BAYAC) and Resolution No. 2223-0151 Authorizing Use of Sole Source Exception to Public Bidding

Action Approve Services Agreement 2022-2023 with Bay Area Community Resources (BACR-BAYAC) and Resolution No. 2223-0151 Authorizing Use of Sole Source Exception to Public Bidding

Background & Discussion Bay Area Community Resources (BACR-BAYAC) was written into a proposal to meet OUSD Community School Multi-Tiered Systems of Support Need and Partnership deliverable per grant agreement with the California Department of Education - CA Community School Partnership Program (CCSPP PILOT 2020-2022). BACR-BAYAC leads the National Service Project for the East Bay focused on youth development through partnerships with school sites and community-based organizations.

Bay Area Youth Agency Consortium (BAYAC) is a program of Bay Area Community Resources (BACR). The mission of the Bay Area Youth Agency Consortium is to expand services and opportunities for Bay Area youth in high-risk communities so that they can achieve school success; to develop the skills, aspirations and community participation of emerging Bay Area leaders; and to build collaborative and effective relationships within and across regional and neighborhood communities.

Competitively Bid Was this contract competitively bid? _____ Yes No
If no, List Bid Exception: SOLE SOURCE

Contract is a Sole Source Exception due to the project being a requirement per grant agreement with California Department of Education - CA Community School Partnership Program PILOT grant. OUSD included BACR-BAYAC in our CCSPP application as a program partner to establish the Student Support Services position to work directly with students and families in the areas of family engagement, case

management, mentoring and individual student support. BACR-BAYAC's collaborative process allowed OUSD to develop a unique AmeriCorps member position description to address OUSD Community Schools focus areas. Since BAYAC is the only local National Service program that has AmeriCorps members serving intentionally with Community Schools initiatives, BACR-BAYAC has the expertise to provide training on frameworks and philosophies aligned with OUSD (e.g. trauma-informed practices, social emotional learning and restorative justice). BAYAC is a program on BACR, which also has expanded services in OUSD after-school programs, mental health counseling, and youth leadership programs that often can supplement or provide access to additional services for host sites in partnership with BAYAC. Grant needs to be fully expended by 9/30/22.

**Fiscal
Impact**

Resource 3211 – California Community School Partnership PILOT grant in the amount of \$153,000.

Attachment

- Resolution No. 2223-0151 – Authorizing Use of Sole Source Exception for BACR-BAYAC
- Services Agreement with Bay Area Community Resources (BACR-BAYAC)
- Sole Source Letter

**RESOLUTION OF THE
BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT**

RESOLUTION NO. 2223-0151

**AUTHORIZING USE OF SOLE SOURCE EXCEPTION TO PUBLIC BIDDING FOR
CONTRACT WITH BAY AREA COMMUNITY RESOURCES (BACR-BAYAC),
AND APPROVING SERVICES AGREEMENT 2022-2023 WITH
BAY AREA COMMUNITY RESOURCES (BACR-BAYAC)**

WHEREAS, the Oakland Unified School District (“District”) has a need to contract with Bay Area Community Resources (BACR-BAYAC) to recruit, train, and place Student Support Specialist AmeriCorps Members at 10 OUSD Elementary Schools for a 10 month term of service in a full-time (1,700-hour) position. BAYAC Americorps will provide the outreach, screening, hiring, supervision, professional development and payment for Americorps Members. Vendor Services will be determined by the Principals and Community School Managers (CSM) to prioritize needs at each school site, which may include: supporting student and family engagement, community resource navigation, small group academic intervention, mentoring, and case management for chronically absent students. AmeriCorps staff will be members of COST and Attendance Teams and provide direct support to students and families, working in partnership with CSMs, principals, and school staff.

WHEREAS, the contemplated contract is in an amount of \$153,000;

WHEREAS, under Public Contracts Code section 20111, a contract in this amount would ordinarily require competitive bidding;

WHEREAS, one exception to this competitive bidding requirement is the “sole source” exception, which applies where there is only one supplier of a needed good or service (Los Angeles Gas & Electric Corporation v. Los Angeles, 188 Cal. 307 (1920); Hodgeman v. City of San Diego, 53 Cal.App.2d 610 (1942); County of Riverside v. Whitlock, 22 Cal.App.3d 863 (1972));

WHEREAS, BAY AREA COMMUNITY RESOURCES (BACR – BAYAC) was included in grant award from California Department of Education - CA Community School Partnership Program (CCSPP) grant as part of OUSD’s application and grant deliverables.

WHEREAS, BAY AREA COMMUNITY RESOURCES (BACR – BAYAC) is the sole vendor for the Corporation for National Service project in the Bay Area who can provide the in-person grant funded services in Oakland and has agreed to prioritize hiring OUSD Alumni, parents and Oakland Community members where possible to build the skills of our community to strengthen community schools.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The District waives competitive bidding to allow the District to contract directly with BAY AREA COMMUNITY RESOURCES (BACR-BAYAC) for CA Community School

Partnership Program PILOT because BAY AREA COMMUNITY RESOURCES (BACR-BAYAC) is the service in the Bay Area.

2. The Services Agreement for BAY AREA COMMUNITY RESOURCES (BACR-BAYAC) to provide AmeriCorps Members to serve as Student Support Specialists at 10 OUSD elementary schools as outlined in the deliverables of the CDE - California Community Schools Partnership Program grant (CCSPP) is hereby approved.

PASSED AND ADOPTED on September 14, 2022, by the Governing Board of the Oakland Unified School District by the following vote:

PREFERENTIAL AYE: None
PREFERENTIAL NOE: None
PREFERENTIAL ABSTENTION: None
PREFERENTIAL RECUSE: None
AYES: Kyra Mungia, Clifford Thompson, Aimee Eng, Vice President Benjamin "Sam" Davis, President Gary Yee
NOES: VanCedric Williams
ABSTAINED: Mike Hutchinson
RECUSED: None
ABSENT: Student Director Samantha Pal, Student Director Linh Le

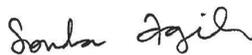
CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on [date].

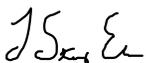
Legislative File	
File ID Number:	22-2017
Introduction Date:	9/14/2022
Enactment Number:	22-1609
Enactment Date:	9/15/2022
By:	os



Gary Yee, President, BOE



Sondra Aguilera, Acting Superintendent & Secretary, BOE



Approved as to form by
OUSD Staff Attorney J. Sterling Elmore on 08/19/22.

SERVICES AGREEMENT 2022-2023

This Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”): BAY AREA COMMUNITY RESOURCES (BACR-BAYAC)

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date (“Start Date”):
SEPTEMBER 15, 2022

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.

- b. The work shall be completed no later than the below date (“End Date”): JUNE 30, 2023

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. **Services.** VENDOR shall provide the services (“Services”) as described in #1A and #1B of **Exhibit A**, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of **Exhibit A** whether and how its services would be able to continue.

3. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.
- b. OUSD may evaluate VENDOR in any manner which is

permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).

4. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In accordance with Paragraph 8 (Compensation), the Services performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the Services, in whole or in part, if OUSD, in its sole discretion, determines that the Services were not performed in accordance with this Agreement.
5. **Data and Information Requests.** VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.
6. **Confidentiality and Data Privacy.**
 - a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.
 - b. VENDOR understands that student data is confidential. If

VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.

- (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E (available here).
 - (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement ([available here](#)).
 - (iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.

7. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, 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. 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 VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this Agreement without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters, including the right to register

the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

8. **Compensation.** OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A**.

- a. The compensation under this Agreement shall not exceed:
\$153,000

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

- b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
- c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.
- d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.
- e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES,

particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.

9. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
10. **Invoicing.** Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or

changed under subparagraph (c)—indicate whether the Services are provided in-person or not.

- f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

11. **Termination and Suspension.**

- a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
- b. Due to Unforeseen Emergency or Acts of God. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if there is an unforeseen emergency or an Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
- c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing

Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

- d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
- e. If OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of Services, then the OUSD Superintendent or an OUSD Chief or Deputy may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend the Agreement, in which case VENDOR shall stop providing Services under the Agreement until further notice from OUSD. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of suspension.

12. **Legal Notices.** All legal notices provided for under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 440
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

VENDOR

Name: ADOLFO RIVERA
Title: DIRECTOR of NATIONAL SERVICE PROGRAM
Address: 11175 San Pablo Ave
City, ST Zip: El Cerrito, CA 94530
Phone: 510-333-8411
Email: arivera@bayac.org; amurillo@bayac.org

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

13. Status.

- a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees 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. VENDOR 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 VENDOR's employees.
- b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If VENDOR is a business entity, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and VENDOR is in writing;
 - (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
 - (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
 - (vi) VENDOR is customarily engaged in an independently

- established business of the same nature as that involved in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
 - (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
 - (ix) VENDOR provides its own tools, vehicles, and equipment to perform the Services;
 - (x) VENDOR can negotiate its own rates;
 - (xi) VENDOR can set its own hours and location of work; and
 - (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

14. Qualifications and Training.

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will performed the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in this Agreement 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, if VENDOR was selected, at least in part, on such representations and warrants.

15. Certificates/Permits/Licenses/Registration. VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in

connection with the furnishing of Services pursuant to this Agreement.

16. **Insurance.**

- a. **Commercial General Liability Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. 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 this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. 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 VENDOR. The policy shall protect VENDOR 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.
- b. **Workers' Compensation Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR 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.

17. **Testing and Screening.**

- a. **Tuberculosis Screening.** Unless specifically waived by OUSD

as noted in **Exhibit A**, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR 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, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.

- b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in **Exhibit A**, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. VENDOR confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD.

Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

- c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) fingerprinting and subsequent arrest notification services.
- d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

18. Incident/Accident/Mandated Reporting.

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision

of Services. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

- b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

19. Coronavirus/COVID-19.

- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.
- c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR (i) tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms

- consistent with COVID-19.
- d. In addition to the requirements of subparagraph (c), VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
 - e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
20. **Assignment.** The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
21. **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, VENDOR 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, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR 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.
22. **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, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

23. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
24. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
25. **Conflict of Interest.**
- a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
 - b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
 - c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.
26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, VENDOR certifies to the best of 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/>).

27. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 8 (Compensation). 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.
28. **Indemnification.**
- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD 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 VENDOR's performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
 - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("VENDOR 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 OUSD's performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR

Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.

29. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
30. **Litigation.** This Agreement shall be deemed to 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 Agreement.
31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR 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.
32. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both PARTIES.
33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in

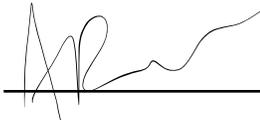
full force and effect, and shall not be affected, impaired or invalidated in any way.

34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
35. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
36. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
37. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
38. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.

39. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. **Signature Authority.**
- a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
 - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
 - a. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
41. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

VENDOR

Name: ADOLFO RIVERA Signature: 

Position: Director of National Service Programs Date: Enter date of signature

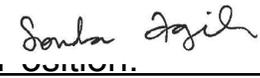
One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD

Name: Gary Yee Signature: 

Position: President, Board of Education Date: 9/15/2022

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Sondra Aguilera Signature: 

Acting Secretary, Board of Education Date: 9/15/2022

Template approved as to form by OUSD Office of the General Counsel.

EXHIBIT A

1A. **General Description of Services to be Provided:** *Provide a description of the service(s) VENDOR will provide.*

BACR will recruit, train, and place adults in 10 OUSD Community Schools for the 2022-23 school year. As part of AmeriCorps, a national, federally-funded community service program, AmeriCorps members commit to a one-year term of service in a full-time (1,700-hour) position. BAYAC Americorps will provide the outreach, screening, hiring, supervision and lead professional development for Americorps Members. Additionally, BAYAC Americorps will work in partnership with OUSD Community Schools Student Services department to address grant objectives of the CDE CCSPP PILOT (2020-22) grant, as well as support the OUSD Community School Managers in on-site supervision of BAYAC Americorps members. BACR will intentionally recruit OUSD alumni, families and Oakland community members for these positions to create a pipeline of community school trained staff where possible.

BAYAC Americorps Members will support OUSD to meet the grant objectives of the CDE - California Community Schools Partnership Program PILOT (CCSPP):

- (1) Strengthen school-family engagement to support student success and limit COVID-related learning loss.
- (2) Expand support services to address impacts of poverty, pandemic, and trauma on students' well-being and learning.
- (3) Expand and improve student academic supports and enrichment opportunities.
- (4) Strengthen collaborative leadership practices with students, families, teachers, site staff, community partners.

Bay Area Youth Agency Consortium (BAYAC) AmeriCorps members will support these goals in 10 OUSD elementary schools through a 10 month term of service as a Student Support Specialist. Vendor Services will be determined by the Principals and Community School Managers (CSM) to prioritize needs at each school site, which may

include: supporting student and family engagement, community resource navigation, small group academic intervention, mentoring, and case management for chronically absent students. AmeriCorps staff will be members of COST and Attendance Teams and provide direct support to students and families, working in partnership with CSMs, principals, and school staff.

Schools: Allendale Elementary, Bridges Academy, Brookfield Elementary, Lockwood STEAM Academy, East Oakland Pride, Korematsu Discovery Academy, Martin Luther King, Jr. Elementary, Highland Community School, Sankofa United, and Think College Now.

- 1B. **Description of Services to be Provided During School Closure or Similar Event:** *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*
- No, services would not be able to continue.
- Yes, services would be able to continue as described in 1A.
- Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.
Click or tap here to enter text.
- 1C. **Rate of Compensation:** *Please describe the basis by which compensation will be paid to VENDOR:*
- Hourly Rate: \$Click or tap here to enter text. per hour
- Daily Rate: \$Click or tap here to enter text. per day
- Weekly Rate: \$Click or tap here to enter text. per week
- Monthly Rate: \$Click or tap here to enter text. per month
- Per Student Served Rate: \$Click or tap here to enter text. per student served
- Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:
\$15,300 per AmeriCorps member for 10 schools= \$153,000
2. **Specific Outcomes:** *(A) What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school*

95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need? (B) Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..." C. If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."

BAYAC Americorps Members will support OUSD to meet the grant objectives of the CDE - California Community Schools Partnership Program PILOT (CCSPP):

- (1) Strengthen school-family engagement to support student success and limit COVID-related learning loss.
- (2) Expand support services to address impacts of poverty, pandemic, and trauma on students' well-being and learning.
- (3) Expand and improve student academic supports and enrichment opportunities.
- (4) Strengthen collaborative leadership practices with students, families, teachers, site staff, community partners.

3. **Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds):** *Please select the appropriate option below:*

Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:

Project supports the district SPSA for all 10 schools in this project: Building Conditions for Student and Learning - LI: Systems-Establish, implement and reinforce high expectations across settings to build a culture of safety and inclusivity. L2: Coaching--Model, observe and provide feedback on Tier 1 practices, including culturally responsive SEL. L3: Leading Teams-- Practice and lead collaborative inquiry to build a culture of public learning and improve learning for students from underserved groups. L4: Engaging Voice- Engage student, staff and families to learn from their experience, building on cultural narratives and assets from students and families.

Action Item added as modification to Board Approved SPSA –

School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:

- Meeting announcement for meeting in which the SPSA modification was approved.
- Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
- Sign-in sheet for meeting in which the SPSA modification was approved.

4. **Adapting Services for Students with Disabilities:** If VENDOR will provide direct services to students under this Agreement, describe the manner in which services will be accommodated, modified, or otherwise adapted to meet the unique needs of students with disabilities:

Americorps Members can provide services to support students and families with disabilities under the direction of the principal. Americorps Members participate in a variety of support roles as determined by each school site, but some examples may include assisting with school drop off, playground supervision, classroom support, mentoring and case management.

5. **Waivers:** *OUSD has waived the following. Confirmation of the waiver is attached herewith:*

Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)

Corporal Punishment Insurance Coverage. (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person or virtual) with OUSD students.)

Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)

Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)

Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees,

subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students.)



AmeriCorps
California

August 1 2022

Oakland Unified School District
Andrea Bustamante
Executive Director
Community Schools Student Services

Dear Andrea,

This letter aims to provide an overview of the unique qualifications of the Bay Area Community Resources (BACR) - Bay Area Youth Agency Consortium (BAYAC) AmeriCorps program as outlined in Oakland Unified School district's grant application to the California Department of Education for the California Community School Partnership Program grant.

BAYAC (Bay Area Youth Agency Consortium) is a National Service program of [Bay Area Community Resources](#). BAYAC AmeriCorps Members commit to a year of service at [partnering schools and community based organizations](#), providing youth in the San Francisco Bay Area with opportunities for meaningful engagement, skill building, and emotional and social development. Many of the children and youth we work with are deeply impacted by the stressors and obstacles presented by poverty, disadvantaged neighborhoods and under-resourced schools. BAYAC AmeriCorps Members are an essential component in expanding our partners' capacity to meet the critical needs of our youth and community. Collectively, our Members will reach over 3,000 youth by the end of their term.

The Need: Many of the children and youth we work with are deeply impacted by the stressors and obstacles presented by poverty, disadvantaged neighborhoods and under-resourced schools.

The Impact: BAYAC AmeriCorps Members are an essential component in expanding our partners' capacity to meet the critical needs of our youth and community. Collectively, our Members will reach over 3,000 youth by the end of their term. Strong connections between adults and youth in youth development programs have a proven long-term impact in helping young people avoid risky behaviors, graduate from high school, and stay out of contact with the justice system. 85% of our high-risk kids improve in the youth development skills shown to increase school success— i.e., the ability to connect with positive peers and adults, to be



BAY AREA COMMUNITY RESOURCES

productive, and to navigate their environment effectively (statistic from BAYAC progress report data).

BACR-BAYAC is the only National Service Project in the East Bay that is focussed solely on youth development through partnerships with school sites and community-based organizations. (vs. *Climate Corps* - environmental issues focus, *Justice Corps*-law focus, *Reading Partners* - only literacy focus). BAYAC allows it's partner host sites to identify the need for their school or program and develop a position description that has an AmeriCorps member meeting that need and serve in a role that directly impacts students. BAYAC is the only program that has AmeriCorps members serving a variety of partner positions, but under the youth development focus that allows BAYAC to provide training on frameworks and philosophies aligned with OUSD (e.g. trauma-informed practices, social emotional learning and restorative justice). BAYAC is a program on BACR, which also has expanded services in OUSD after-school programs, mental health counseling, and youth leadership programs that often can supplement or provide access to additional services for host sites in partnership with BAYAC.

Sincerely,



Adolfo Rivera
Director of National Service Programs
Bay Area Community Resources



BAY AREA COMMUNITY RESOURCES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/5/2022

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).

PRODUCER VANTREO Insurance Brokerage 100 Stony Point Rd, Suite 160 Santa Rosa CA 95401	CONTACT NAME: Rebecca Chavez PHONE (A/C, No, Ext): 707-546-2300 E-MAIL ADDRESS: certs@vantreo.com	FAX (A/C, No): 707-546-2915	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Bay Area Community Resources, Inc. 171 Carlos Drive San Rafael CA 94903-2005	License#: 0K07568 BAYAREA-10	INSURER A: Nonprofits' Insurance Alliance of California INSURER B: State Compensation Insurance Fund - SCIF INSURER C: Accredited Specialty Insurance Company INSURER D: INSURER E: INSURER F:	35076 16835

COVERAGES

CERTIFICATE NUMBER: 1473798000

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Professional Agg	Y		2022-19709	7/1/2022	7/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Professional Agg	\$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2022-19709	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2022-19709-UMB	7/1/2022	7/1/2023	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9233948-2022	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Abuse Liability			2022-19709	7/1/2022	7/1/2023	Aggregate	2,000,000
A	Prof Liab (Abuse)			2022-19709	7/1/2022	7/1/2023	Aggregate	2,000,000
C	Cyber Liability			2-CIA-CA-17-S0112268-00	7/1/2022	7/1/2023	Limit	1,000,000

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

Crime Liability - 2022-19709-PROP - Effective 7/23/2022-7/01/2023 - Occurrence/AGG \$500,000
 Oakland Unified School District is named as an Additional Insured per attached forms. Improper Sexual Conduct and Physical Abuse Liability is included per the attached form.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
 Attn: Risk Management
 1000 Broadway, Ste. 440
 Oakland CA 94607
 USA

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

AUTHORIZED REPRESENTATIVE

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A Head for Insurance. A Heart for Nonprofits.

IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE LIABILITY COVERAGE FORM

PLEASE READ THE ENTIRE FORM CAREFULLY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company issuing this policy.

The word "insured" means any person or organization qualifying as such under SECTION 4 - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION 7- DEFINITIONS.

SECTION 1 - COVERAGES

BODILY INJURY ARISING FROM IMPROPER SEXUAL CONDUCT OR PHYSICAL ABUSE

1. Insuring Agreement.

a. We will pay those sums that an insured becomes legally obligated to pay as "damages" because of "bodily injury" arising from "improper sexual conduct" or "physical abuse". No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SECTION 3 - OTHER PAYMENTS. SECTION 5 - LIMITS OF INSURANCE includes sums paid for "damages" and OTHER PAYMENTS. The first act of "improper sexual conduct" or "physical abuse" must be committed in the "coverage territory" during the effective dates of this policy's period. We will have the right and duty to defend any "suit" seeking such "damages". But:

- (1) The amount we will pay for "damages" and SECTION 3 - OTHER PAYMENTS is limited as described in SECTION 5 - LIMITS OF INSURANCE;
 - (2) We may, at our discretion, investigate and settle any "claim", "claims" or "suit" seeking such "damages"; and
 - (3) Our right and duty to defend ends when we have exhausted the applicable limits as described in SECTION 5 – LIMITS OF INSURANCE or of items explicitly provided for under SECTION 3 - OTHER PAYMENTS.
- b. Any "claim", "claims" or "suits" for "damages" because of "bodily injury" arising from a single act or a series of continuous or repeated acts of "improper sexual conduct" or "physical abuse" by the same person or two or more persons acting in concert, including "damages" claimed by any person or organization for care, loss of services, or death resulting at any time from "bodily injury" arising from "improper sexual conduct" or "physical abuse", will be considered as having resulted from the same "improper sexual conduct" or "physical abuse", which shall be deemed to have been committed on the date of the first such act. The date of the first such act of "improper sexual conduct" or "physical abuse" must take place during the effective dates of this policy.

SECTION 2 - EXCLUSIONS

1. This insurance does not apply to "bodily injury" arising from "improper sexual conduct" or "physical abuse" to:
 - a. An employee of an insured;
 - b. The spouse, parent, brother or sister of an employee of an insured;
 - c. A "resident relative" under the age of 18 of any employee of an insured, where the "improper sexual conduct" or "physical abuse" is committed or alleged to be committed by that employee.

This exclusion shall not apply when the "bodily injury" is sustained while the claimant is also your client and receiving services that you customarily provide and the "bodily injury" results from those services.

2. This insurance does not apply to "bodily injury" arising from "improper sexual conduct" or "physical abuse" for which an insured is obligated to pay "damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages" that an insured would have in the absence of the contract or agreement.
3. This insurance does not apply to "bodily injury" arising from "improper sexual conduct" or "physical abuse" which is subject to any obligation of an insured pursuant to a worker's compensation, disability benefits or unemployment compensation law or any similar law.
4. This insurance does not apply for the benefit of any individual insured who intentionally caused the "bodily injury" that is the subject of the "claim", "claims" or "suit" or is convicted of a criminal offense as a result of any "improper sexual conduct" or "physical abuse".
5. This insurance does not provide any coverage for or pay any defense fees or related costs arising from a criminal action or proceeding.
6. This insurance does not apply to "bodily injury" arising from "improper sexual conduct" or "physical abuse" which takes place prior to or after the effective dates of this policy.
7. This insurance does not apply to any "claim", "claims" or "suit" of "sexual harassment" arising out of the employment status of the claimant.
8. This insurance does not apply to any "claim", "claims" or "suit" of "sexual harassment" arising out of the volunteer status of the claimant.
9. This insurance does not apply to any "claim", "claims" or "suit" of "sexual harassment" arising out of the business invitee status of the claimant.
10. This insurance does not apply to any "claim", "claims" or "suit" for "bodily injury" arising from "improper sexual conduct" or "physical abuse" resulting from an act, error or omission committed in the performance of professional services, except for an insured's failure to provide professional services to any person or the neglect of the therapeutic needs of any person because of "improper sexual conduct" or "physical abuse" following any form of "improper sexual conduct" or "physical abuse" for which an insured could be legally liable.

SECTION 3 - OTHER PAYMENTS

THESE PAYMENTS WILL REDUCE THE LIMITS OF INSURANCE.

We will pay, with respect to any "claim", "claims" or "suit" we defend:

1. All expenses we incur, including but not limited to, reasonable and customary attorney fees, costs and disbursements.
2. The cost of a bond or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to apply for or furnish the bond or bonds.
3. All reasonable expenses incurred by an insured at our request to assist us in the investigation or defense of the "claim", "claims" or "suit", including actual loss of earnings up to \$100 a day because of time off from work.
4. All costs taxed against an insured in the "suit" but this does not include any attorney's fees or expert witness fees taxed as costs pursuant to statute.
5. Pre-judgment interest awarded against an insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. Up to \$10,000 to reimburse you for wages paid to your employee who is suspended with pay during the investigation or defense of the "improper sexual conduct" or "physical abuse" allegations.

SECTION 4 - WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. A nonprofit corporation, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your executive officers and directors.
 - b. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
2. Each of the following is also an insured:
 - a. Your employees, volunteers, interns and students-in-training, but only for acts within the scope of their employment, volunteer work, internship or training with you.
 - b. The legal representative of any insured who has died, but only with respect to the duties of that legal representative as such. That legal representative will have all of the deceased insured's rights and duties under this policy.
3. Any organization you newly acquire or form, other than a partnership or joint venture over which you maintain ownership or majority ownership or controlling interest, will be deemed to be an insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only if you notify us before the acquisition of or formation of such organization and agree to pay us an additional premium that we deem appropriate; and
- b. Coverage does not apply to "bodily injury" arising from "improper sexual conduct" or "physical abuse" that was committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

No person is an insured for liability arising out of any "improper sexual conduct" or "physical abuse" that results in a criminal conviction of that person. However, any individual insured who is the subject of a criminal action or proceeding will continue to qualify as an insured under this policy for the civil action alleging "improper sexual conduct" or "physical abuse" until such time as the individual insured is convicted of a criminal offense as a result of "improper sexual conduct" or "physical abuse" or is found to have intentionally caused the "bodily injury" that is the subject of the civil action.

No person is an insured with respect to "bodily injury" resulting from any "improper sexual conduct" or "physical abuse" which arises out of an act, error or omission performed in that person's capacity or responsibility as a foster parent, adoptive parent or biological parent.

SECTION 5 - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claim" or "claims" made or "suits" brought; or
 - c. Persons or organizations making a "claim" or "claims" or bringing a "suit."
2. The General Aggregate Limit is the most we will pay for the sum of all items explicitly provided for under SECTION 3 - OTHER PAYMENTS and all "damages" under this policy.
3. Subject to 1 and 2 above, whichever applies, the Each Claim Limit is the maximum we will pay for the sum of all items explicitly provided for under SECTION 3 - OTHER PAYMENTS and "damages" because of all "bodily injury" sustained by any person or persons arising from "improper sexual conduct" or "physical abuse" committed by any one person or two or more persons acting in concert.
4. Subject to 1, 2, and/or 3 above, whichever applies, the limit for Each Claim is the maximum we will pay for "damages" for "bodily injury" sustained in any one "claim" and includes all derivative "claim" or "claims", including but not limited to, loss of society, loss of companionship, loss of services and loss of consortium.
5. The limits of this coverage apply separately to each consecutive annual period, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance and will not increase or reinstate the applicable limits of insurance.

SECTION 6 - CONDITIONS

1. Bankruptcy.

Bankruptcy or insolvency of an insured or of an insured's estate will not relieve us of our obligations under this policy.

2. Your Duties.

- a. You must see to it that we are notified as soon as practicable if you become aware of any "improper sexual conduct" or "physical abuse" which may result in a "claim", "claims" or "suit." To the extent possible, notice should include:
 - (1) How, when and where the "improper sexual conduct" or "physical abuse" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any "bodily injury" arising from the "improper sexual conduct" or "physical abuse".
- b. If a "claim" or "suit" is received by any insured you must:
 - (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
 - (2) Notify us as soon as practicable by any means available. You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim", "claims" or "suit"; and
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the "claim", "claims" or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to an insured because of "damages" to which this insurance may apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for medical first aid, without our prior written consent.

3. Legal Action Against Us.

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on the coverage provided by this policy unless all of this policy's terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable

under the terms of this policy or that are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, an insured and the claimant or the claimant's legal representative.

4. Other Insurance.

- a. Primary Insurance. This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.
- b. This insurance is excess over:
 - (1) Any other applicable insurance, whether primary, excess, contingent or on any other basis, that is written on a claims-made basis; or
 - (2) Any other primary insurance available to any insured covering "damages" arising from "improper sexual conduct" or "physical abuse" for which that insured has been added as an additional insured by an endorsement to that other primary insurance.

When this insurance is excess, we will have no duty under this coverage to defend any "claim", "claims" or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against that other insurer or insurers. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage.

c. Method of Sharing.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

- d. No coverage shall be afforded by this policy if coverage for the "claim", "claims" or "suit" is afforded under any other policy issued by us.

5. Premium Audit.

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. The premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to you. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess you.

- c. You must keep records of the information we need for premium computation and send us copies at such times as we may request.

6. Representations.

By accepting this policy, you agree that:

- a. The statements in the Application for this insurance and the Declarations to this policy are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We have issued this policy in reliance upon your representations; and
- d. You will promptly inform us of any changes in such representations which may occur during this policy's period.

7. Separation of Insureds.

Except with respect to the SECTION 5 - LIMITS OF INSURANCE, and any rights or duties specifically assigned to the Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a "claim", or "claims" is made or a "suit" is brought.

8. Transfer of Rights of Recovery Against Others to Us.

If an insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after a "claim", "claims" or "suit" to impair those rights. At our request, the insured will bring legal action or transfer those rights to us and help us enforce them.

9. Your Right to Claim Information.

If requested to do so in writing, we will provide you the following information relating to this and any preceding "improper sexual conduct" or "physical abuse" liability coverage we have issued to you during the previous three years:

- a. A list or other record of each "claim" that has been reported to us. We will include the loss date and a brief description of the "claim" if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable General Aggregate Limit.

Amounts reserved are based on our judgment. The reserved amounts are subject to change and should not be regarded as ultimate settlement values. If we cancel or elect not to renew this policy, upon receipt of written request, we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from you within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of our receipt of this request.

We compile "claim" information for our own business purposes and exercise reasonable care in doing so. In providing this information to you, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or non-renewal will be effective even if we inadvertently provide inaccurate information.

SECTION 7 - DEFINITIONS

1. "Bodily injury" means physical injury, sickness or disease including emotional distress or mental anguish sustained by a person, "Bodily injury" includes death resulting from "improper sexual conduct" or "physical abuse".
2. "Claim" or "claims" means any demand or "suit" against any insured which seeks "damages" for "bodily injury" arising from "improper sexual conduct" or "physical abuse". It is understood that the "claim", "claims" or "suit" must result from "improper sexual conduct" or "physical abuse" that is committed during the effective dates of this policy.
3. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the "bodily injury" or "physical abuse" does not occur in the course of travel or transportation to or from any place not included in 3.a. above; or
 - c. All parts of the world if:
 - (1) The person or persons responsible for the acts of "improper sexual conduct" or "physical abuse" residence is in the territory described in 3.a. above, but is away for a short time on your business; and
 - (2) The insured's responsibility to pay "damages" is determined in a "suit" on the merits in the territory described in 3.a. above or in a settlement we agree to.
4. "Damages" means the monetary portion of any judgment or award or a settlement to which we have consented, but does not include:
 - a. Civil or criminal fines, sanctions or penalties;
 - b. Punitive or exemplary damages;
 - c. The multiplied portion of multiplied "damages";
 - d. Any amount uninsurable under the law pursuant to which this coverage shall be construed; or
 - e. Equitable relief, including but not limited to, injunctions, restraining orders or restitution, as well as the costs of complying with equitable relief.
5. "Improper sexual conduct" means actual, attempted, or alleged unlawful sexual conduct by one person or two or more persons acting in concert as prohibited by federal or state law, including but not limited to sexual abuse, sexual molestation, sexual assault, sexual battery, sexual exploitation, erotic physical contact, sexual injury, the failure to report an incident of "improper sexual conduct" to the proper authorities, the withholding of pertinent information concerning an incident of "improper sexual conduct" from the proper authorities or the failure to provide professional services to any person or the neglect of the therapeutic needs of any person because of "improper sexual conduct" following any form of "improper sexual conduct" for which an insured could be legally liable.

Each, every and all actual, threatened or alleged act or acts of “improper sexual conduct” committed by, participated in, directed by, instigated by or knowingly allowed to happen by one person or two or more persons acting in concert shall be considered to be one act of “improper sexual conduct” regardless of:

- a. the number of injured parties;
- b. the period of time over which the act or acts of “improper sexual conduct” take place; or
- c. the number of acts of “improper sexual conduct”.

6. “Physical abuse” includes, but is not limited to, any act of actual or threatened assault, including assault with a deadly weapon or force likely to produce bodily harm, battery, unreasonable physical restraint or constraint, the failure to report an incident of “physical abuse” to the proper authorities, the withholding of pertinent information concerning an incident of “physical abuse” from the proper authorities or the failure to provide professional services to any person or the neglect of the therapeutic needs of any person because of “physical abuse” following any form of “physical abuse” for which an insured could be legally liable. Each, every and all actual, threatened or alleged act or acts of “physical abuse” committed by, participated in, directed by, instigated by or knowingly allowed to happen by one person or two or more persons acting in concert shall be considered to be one act of “physical abuse” regardless of:

- a. the number of injured parties;
- b. the period of time over which the act or acts of “physical abuse” take place; or
- c. the number of acts of “physical abuse”.

7. “Resident relative” means a person related to any of “your officers, directors, employees, volunteers, interns or students-in-training by blood, marriage, civil union or adoption and who is a member of the household of that officer, director, employee, volunteer, intern or student-in-training. “Resident relative” includes a ward or foster child.

8. “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, or verbal, visual or physical conduct of a sexual nature when such conduct:

- a. is linked implicitly or explicitly with a decision affecting the employment status of the past or present employee, volunteer status of the past or present volunteer or the business invitee status of the past or present business invitee of the insured,
- b. interferes with the job performance of an employee, a volunteer or business invitee of the insured, or
- c. creates an intimidating, hostile or offensive working environment for an employee, a volunteer or business invitee of the insured.

9. “Suit” or “suits” means a civil proceeding, including any appeal therefrom, in which “damages” because of “bodily injury” arising from “improper sexual conduct” or “physical abuse” to which this insurance applies are alleged. “Suit” or “suits” includes an arbitration proceeding alleging such “damages” to which you must submit or submit with consent. “Suit” or “suits” does not include any criminal action or proceeding.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- 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 acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

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.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – 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.