

Board Office Use: Legislative File Info.	
File ID Number:	14-0604
Introduction Date:	04/23/2014
Enactment Number:	
Enactment Date:	



# Memo

**To:** Board of Education  
**From:** GARY YEE, EdD, ACTING SUPERINTENDENT  
**Board Meeting Date:** 04/23/2014  
**Subject:** Professional Service Contract  
**Contractor:** Alternatives In Action of Oakland, CA  
**Services for:** 922-COMPLEMENTARY LEARNING

**Board Action Requested and Recommendation:** Approval by the Board of Education of a Professional Services Contract between the District and Alternatives In Action, Oakland, CA, for the latter to provide: A range of services, including assessment of the school community's needs and assets, coordination of all student and family support services, and other services described in the Scope of Work, incorporated herein by reference as though fully set forth, and development of resources and partnerships to meet identified needs in partnership with McClymonds High School for the Family, School, and Community Partnerships Department. for the period of 10/21/2013 through 06/30/2014 in an amount not to exceed \$35,000.00.

**Background:**  
 (A one paragraph explanation of why the consultant's services are needed.)

These services will increase coordination and services, and formalized agreements with community partners for a full service community school site.

**Discussion:**  
 (QUANTIFY what is being purchased.)

A range of services, including assessment of the school community's needs and assets, coordination of all student and family support services, and other services described in the Scope of Work, incorporated herein by reference as though fully set forth, and development of resources and partnerships to meet identified needs in partnership with McClymonds High School for the Family, School, and Community Partnerships Department.

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**Fiscal Impact:** Funding resources below not to exceed \$35,000.00

**Attachments:** Professional Services Contract including Scope of Work  
Waiver Summary  
Resume / Statement of Qualifications  
EPLS Search Results Page  
Insurance Certification (if no Waiver was granted)

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OAKLAND UNIFIED SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between Alternatives In Action (CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 10/21/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400.00, whichever is later. The work shall be completed no later than 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Thirty Five Thousand Dollars (\$35,000.00) [per fiscal year], at an hourly billing rate not to exceed NA per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: No Reimbursements.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE, which shall not exceed a total cost of \$0.00.

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

**CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by 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.

**Standard of Care:** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

**OUSD Representative:**

Name: CURTISS SARIKEY  
Site /Dept.: 922-COMPLEMENTARY LEARNING  
Address: 746 Grand Avenue  
Oakland, CA 94610  
Phone: 510-273-1575

**CONTRACTOR:**

Name: Patricia Murillo  
Title: Officer (Executive)  
Address: 3666 Grand Ave Suite A  
Oakland, CA 94610  
Phone: 510-285-6290

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

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Insurance:**

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

i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
  14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
  15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
  16. **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 similar subsequent act from constituting a violation of the Agreement.
  17. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
  18. **Conduct of CONTRACTOR:** CONTRACTOR will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, which include:
    1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
    2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **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.
  20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
    1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
    2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
  21. **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 provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
  22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR'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.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (https://www.epls.gov/epls/search.do)

- 25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.

- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

- 27. 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.

- 28. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

- 29. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

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

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

President, Board of Education \_\_\_\_\_ Date \_\_\_\_\_
 Superintendent or Designee \_\_\_\_\_

Secretary, Board of Education \_\_\_\_\_ Date \_\_\_\_\_

Patricia Murillo \_\_\_\_\_ 03/24/2014
Contractor eSignature \_\_\_\_\_ Date \_\_\_\_\_

Patricia Murillo, Officer (Executive)
Print Name, Title \_\_\_\_\_

## EXHIBIT "A" SCOPE OF WORK

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

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

Scope of Work is Attached

**2. Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

These services will increase coordination and offered services, and formalized agreements with community partners for a full service community school site.

**3. Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:  
(Check all that apply.)

- |   |  |
|---|--|
| <input type="checkbox"/> Ensure a high quality instructional core               | <input type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health          | <input checked="" type="checkbox"/> Safe, healthy and supportive schools     |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality                             |
| <input type="checkbox"/> High quality and effective instruction                 | <input checked="" type="checkbox"/> Full service community district          |

**4. Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

**Action Item included in Board Approved CSSSP:** (no additional documentation required)

– Item Number(s): Not Applicable  
No Restricted Funds

**Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of CSSSP with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.



## Full Service Community Schools Implementation

### Scope of Work

*Specific Deliverables (with support from FSCP as requested):*

- 1. Submit at least quarterly, and as requested, progress reports to FSCP. Reports will be sent via survey monkey to identified Community School Manager/Site Coordinator.*
- 2. Ensure COST is facilitated regularly at school and submit regular COST reports (at least semi-annually) to FSCP as requested.*
- 3. Participate in monthly Professional Learning Community – 2<sup>nd</sup> Tuesday of each month 1:00-4:00.*
- 4. Create and submit site profiles and resource guides, as well as submit information about partners/support service providers at your school site as requested. Site profiles and resource guides should also be disseminated to school staff and partners.*
- 5. Manage MOUs/ Letters of Agreement for all partners on campus.*

### **Community Schools Champion**

- Champion the site's Community Schools work at the site, in the community, and with external partners.
- Host Site Visits as scheduled in partnership with site.

### **Needs Assessment**

- Lead the facilitation of data and information sharing between school and agencies;
- Gather data from key stakeholders as needed to support program improvement and as requested by FSCP;

### **Partnership Development**

- Convene monthly collaborative meetings;
- Assist school and partner agencies with resource management and development, including fund development and grant maintenance;
- Assist in brokering new partnerships that are in alignment with school goals and needs; facilitate integration and coordination of site-base services with other OUSD programs and services including mental health, family and community support and school nursing;
- Establish systems to manage and maintain quality partnerships; develop sustainable partnerships with city, county and non-profit agencies;
- Lead and manage the development of new programs, including service provider selection and program implementation and monitoring;

### **Student and Family Support Service Design and Coordination**

- Work with school staff and administration to integrate academic and non-academic supports;
- Support the integration of youth and parent leadership throughout all full service community school efforts;
- Conduct outreach to students and families about available resources; develop a comprehensive referral system that facilitates staff/students access to services;
- Design programs to support student transitions, including but not limited to transition between grades or re-entry from the juvenile justice system;

### **Collaborative Leadership Development**

- Facilitate and/or provide technical assistance and support to various school leadership teams;
- Contractor will meet regularly (at least monthly) with site administrators to plan for the development of full-service community school; develop/provide oversight of a seamless system of support services for students and families;

### **Professional Learning**

- Participate in professional development provided by District and other partners around development of full-service community schools.
- Conduct training for service providers to understand and align programs with school structures, systems, curriculum and goals; provide training and technical assistance to ensure cultural/linguistic appropriateness of services, programs, and communication efforts.

***ContractsOnline: Contract Waiver Summary***

**Site Number-Name: 922-COMPLEMENTARY LEARNING**

**Principal / Department Head: CURTISS SARIKEY**

**Contractor Name: Patricia Murillo**

**Business Name: Alternatives In Action**

**Contract Type: Standard**

**Anticipated Start Date: 10/21/2013**

**Contract End Date: 06/30/2014**

**Rate Type: FLAT**

**Contract Amount: \$35,000.00**

***Applicable Waivers***

**Approved by Risk Management**

**Insurance-Reduction Waiver Status: NA**

**Waiver-Reduction Type: \$1,000,000 Required**

**Other Reduction Amount: NA**

**Approval Date:**

**Approved by Deputy Superintendent**

**Billing Waiver Status: Approved**

**Approval Date: 03/10/2014**

**Fingerprint Waiver Status: NA**

**Approval Date:**

**TB Test Waiver Status: NA**

**Approval Date:**

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## **Alternatives in Action**

WHERE YOUTH CHOOSE TO LEAD

Founded in 1994, Alternatives in Action is a non-profit which works with East Bay youth who have leadership potential and prepares them for college, career and community involvement. Through this work, Alternatives in Action envisions generations of young adults inspired and prepared to take meaningful action that positively transforms their lives and their communities. Alternatives in Action makes this vision come alive through a range of programs, including its charter high school, The Bay Area School of Enterprise, its Home Sweet Home Preschool that also provides career training for high school youth, and comprehensive school initiatives at three sites, McClymonds High School in West Oakland, Life Academy in East Oakland, and the Bay Area School of Enterprise in West Alameda. In total, Alternatives in Action develops the leadership potential and provides school-linked services to over 600 youth, with another 500 children and youth benefiting from the community-based projects and events created by Alternatives in Action youth.

Alternatives in Action Central Office & West Alameda Programs 1900 Third Street Alameda, CA 94501 Tel. 510.748.4314 Fax 510.748.4326  
Alternatives in Action at McClymonds High School 2607 Myrtle Street Oakland, CA 94607 Tel. 510.879.8058  
Alternatives in Action at Life Academy 2101 35th Avenue Oakland, CA 94601 Tel. 510.535.7138

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# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)  
2/28/14

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 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> Heffernan Insurance Brokers 1350 Carback Avenue, Suite 200 Walnut Creek, CA 94596 CA License #0564249	CONTACT NAME:		
	PHONE (A/C, No, Ext): <b>925-934-8500</b>	FAX (A/C, No): <b>925-934-8278</b>	
	EMAIL ADDRESS:		
<b>INSURED</b> Alternatives in Action 3666 Grand Avenue, Suite A Oakland, CA 94610	<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A:	Markel Insurance Company	
	INSURER B:	New York Marine & General Insurance	
	INSURER C:		
	INSURER D:		
	INSURER E:		

**COVERAGES:** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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	GENERAL L LIABILITY		X		CHP7000138700	06/25/13	06/25/14	EACH OCCURRENCE	\$ 1,000,000	
	X	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000	
								PERSONAL & ADV INJURY	\$ 1,000,000	
GEN'L. AGGREGATE LIMIT APPLIES PER								GENERAL AGGREGATE	\$ 2,000,000	
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PROJECT	<input checked="" type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000	
									\$	
A	AUTOMOBILE LIABILITY				CHA7000138700	06/25/13	06/25/14	COMBINED SINGLE LIMIT (Each accident)	\$ 1,000,000	
		ANY AUTO						BODILY INJURY (Per person)	\$	
		ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X	HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								\$		
A	UMBRELLA LIAB				CHU7000138700	06/25/13	06/25/14	EACH OCCURRENCE	\$ 3,000,000	
	EXCESS LIAB							<input checked="" type="checkbox"/> OCCUR	AGGREGATE	\$ 3,000,000
		DED <input type="checkbox"/> X RETENTION \$10,000						<input type="checkbox"/> CLAIMS-MADE	\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A		WC2013000001837	06/25/13	06/25/14	X	WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.)							<input type="checkbox"/> 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Re: As Per Contract or Agreement on File with Insured. Oakland Unified School District is named as additional insured on General Liability policy if required by written contract per attached endorsement. This certificate replaces and supersedes all previously issued certificates.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District 900 High Street Oakland, CA 94601	<b>CANCELLATION</b> 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 



## Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### EDUCATIONAL INSTITUTIONS COMMERCIAL GENERAL LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the limits, additional coverages and extensions provided by this endorsement. For complete details on specific coverages, consult the policy contract wording. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, declarations, or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

#### SCHEDULE

##### Supplementary Payments

Bail Bonds	Up to \$5,000
Loss of Earnings	Up to \$500 a day
Damage to Premises Rented to You	Up to the General Liability Each Occurrence Limit
Non-Owned Watercraft	Increased to 51 feet long
Non-Owned Aircraft	If rented or loaned with a paid crew
"Property Damage" from Elevator Use	Included
Broadened Definition of Insured	Included
Mental Anguish Resulting from "Bodily Injury"	Included
"Personal and Advertising Injury" from Televised or Videotaped Material	Included
Broadened Definition of "Mobile Equipment"	Included
Per Location and Per Project Aggregates	Included
Additional Insured – Managers or Lessors of Premises	Included
Additional Insured – Vendors (Limited)	Included
Additional Insured – By Written Contract, Agreement or Permit	Included
Additional Insured – Mortgagee, Assignee, or Receiver	Included
Extended "Property Damage" – Expected or Intended Injury	Included
"Property Damage" to Borrowed Equipment	Up to \$10,000 per "occurrence"
"Property Damage" to "Customers' Goods"	Up to \$10,000 per "occurrence"
Medical Personnel Coverage	Up to \$100,000 per "occurrence" if no other Coverage Form applies
Limited "Product Withdrawal" Expense Coverage	\$10,000 per "Product Withdrawal"
Waiver of Transfer of Rights of Recovery	Included
Duties in the Event of "Occurrence", Claim or "Suit"	Included
Unintentional Failure to Disclose Hazards	Included
Liberalization	Included

**I. SUPPLEMENTARY PAYMENTS – BAIL BONDS AND LOSS OF EARNINGS**

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, Paragraphs **1.b.** and **1.d.** are deleted in their entirety and replaced by the following:

- b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds;
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work;

**II. DAMAGE TO PREMISES RENTED TO YOU**

**A.** When Damage To Premises Rented To You Limit is shown in the Declarations, Exclusion **j.** of **COVERAGE A, SECTION I** is replaced by the following:

**j. Damage To Property**

“Property damage” to:

- (1)** Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;
- (2)** Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;
- (3)** Property loaned to you;
- (4)** Personal property in the care, custody or control of the insured;
- (5)** That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “property damage” arises out of those operations; or
- (6)** That particular part of any property that must be restored, repaired or replaced because “your work” was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to “property damage” included in the “products-completed operations hazard”.

**B. SECTION I – COVERAGE A.2. Exclusions** is amended to delete the last paragraph and is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

**C. SECTION III – LIMITS OF INSURANCE**, Paragraph **6.** is replaced by the following:

- 6.** Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under **COVERAGE A** for damages because of “property damage” to any one premises while rented to you, or, in case of damage by fire, lightning, explosion, smoke, or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is the Each Occurrence Limit shown in the General Liability Declarations.

**D. COMMERCIAL GENERAL LIABILITY CONDITIONS SECTION**, Paragraph **4.b.(1)(a)(ii)** or Paragraph **4.b.(1)(a)(iii)** is deleted and replaced by the following:

That is fire, lightning, explosion, smoke or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

**E. DEFINITIONS SECTION**, Paragraph **9.a.** is deleted and replaced by the following:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;

**III. NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT RENTED OR LOANED TO YOU WITH A CREW**

**A. SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Exclusion **g. Aircraft, Auto or Watercraft**, Paragraph **(2)**, is deleted in its entirety and replaced with the following:

**(2)** A watercraft you do not own that is:

- (a)** Less than 51 feet long; and
- (b)** Not being used to carry persons or property for a charge.

**B.** The following is added to **g.**

**(6)** “Bodily injury” or “property damage” arising out of any aircraft not owned by any insured that is rented or loaned to you with a paid crew.

If other insurance applies to a loss because of “property damage” to non-owned watercraft or aircraft as described in **(2)(a)** and **(b)** or **(6)** above, the insurance provided by this Coverage Form does not apply whether the other insurance is primary, excess, contingent, or issued on any other basis.

**IV. PROPERTY DAMAGE COVERAGE ARISING OUT OF ELEVATOR USE**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Exclusion **j.** is amended to include the following:

Paragraphs **(3)**, **(4)** and **(6)** shall not apply to liability arising out of the use of elevators.

If other valid and collectible insurance applies to a loss because of “property damage” arising out of the use of elevators, this Coverage Form shall apply excess of the other insurance, whether this other insurance is primary, excess, contingent, or issued on any other basis.

**V. WHO IS AN INSURED**

**SECTION II – WHO IS AN INSURED**, is amended by the following:

**A.** Paragraph **2.** is amended to include the following as insureds:

- e.** Any legally incorporated entity of which you own at least 51% of the voting stock on the inception date of this Coverage Form and on the date of any covered “occurrence”, claim or “suit”.

This insurance shall not apply to any entity that is already an insured under any other insurance provided by any company or that would be an insured but for the exhaustion of its limits of insurance.

**B.** Newly Acquired or Formed Organizations

Paragraph **3.a.** is deleted in its entirety and replaced with:

- a.** Coverage for your newly acquired or formed organization shall be:
  - 1.** Effective on the date of acquisition or affirmation; and
  - 2.** Afforded until the end of the policy period of this Coverage Form.

**C.** The following is added to Paragraph **2.a.**:

Paragraph **(1)** does not apply to “executive officers”, or to managers at the supervisory level or above.



## VI. MENTAL ANGUISH COVERAGE THAT RESULTS FROM BODILY INJURY

**DEFINITIONS SECTION**, Item 3. "Bodily Injury" is deleted in its entirety and replaced with the following:

3. "Bodily injury" means:
  - a. Bodily injury, sickness or disease sustained by a person, and also includes mental anguish or emotional distress provided such mental anguish or emotional distress results from any of these; and
  - b. Death resulting from bodily injury, sickness or disease.

## VII. PERSONAL AND ADVERTISING INJURY

**A. DEFINITIONS SECTION**, Item 14. "Personal and Advertising Injury", Paragraphs **d.** and **e.** are deleted in their entirety and replaced with the following:

- d.** Oral, written or professionally produced televised or videotaped publication of material in any manner that slanders or libels a person or organization, or disparages a person's or organization's goods, products or services;
- e.** Oral, written or professionally produced televised or videotaped publication of material in any manner that violates a person's right to privacy;

**B. SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, Exclusions **b.** and **c.** are deleted in their entirety and replaced with the following:

- b.** "Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication of material in any manner, if done by you or at your direction with knowledge of its falsity;
- c.** "Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication of material whose first publication took place before the beginning of the policy period.

## VIII. MOBILE EQUIPMENT

**DEFINITIONS SECTION**, Item 12. "Mobile Equipment", Paragraph **f.(1)** is amended to add the following:

This shall not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

## IX. PER LOCATION AND PER PROJECT AGGREGATES

**A. SECTION III – LIMITS OF INSURANCE**, is amended to add the following:

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I COVERAGE C**, which can be attributed only to operations at a covered "location" or covered construction project:
  - a.** A separate Per Location or Per Project General Aggregate Limit applies to each covered "location" or covered construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - b.** The Per Location or Per Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
    - (1) Insureds;
    - (2) Claims made or "suits" brought; or
    - (3) Persons or organizations making claims or bringing "suits".
  - c.** Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Per Location or Per Project General Aggregate Limit for each covered "location" or covered project for which payment is made. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other covered "location" or covered project's general aggregate.

- d. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Location or Per Project General Aggregate Limit.
  2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I COVERAGE C**, which cannot be attributed only to ongoing operations at a covered "location" or covered project:
    - a. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
    - b. Such payments shall not reduce any Per Location or Per Project General Aggregate Limit.
  3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Per Location or Per Project General Aggregate Limit.
  4. For the purposes of this section of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
  5. If the applicable covered construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- B. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

#### X. **ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES**

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization who leases to you or manages property you rent or lease, 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 in connection with that part of the premises leased or rented to you and shown on the Declarations. The following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization that leases to you or manages property you rent or lease.

#### XI. **ADDITIONAL INSUREDS – VENDORS (LIMITED)**

The following provision applies only if the policy to which this endorsement is attached provides insurance for "bodily injury" and "property damage" included in the "products-completed operations hazard":

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agree in a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor 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 the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;

- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
  - h. Any failure to maintain the product in a merchantable condition; or
  - i. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its "employees" or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (1) The exceptions contained in subparagraphs d. or f.; or
    - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

**XII. ADDITIONAL INSURED – BY WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION**

The following paragraph is added to **SECTION II – WHO IS AN INSURED**:

- 4. Any person or organization for whom you are required by written contract, agreement, permit or authorization to provide insurance is an insured, subject to the following additional provisions:
  - a. The contract, agreement, permit or authorization must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
  - b. The person or organization is an insured only to the extent you are held liable due to:
    - (1) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy subject to the following additional provisions:
      - (a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;
      - (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization;
    - (2) Your ongoing operations for that insured, whether the work is performed by you or for you;
    - (3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
      - (a) The insurance does not apply to any "occurrence" which takes place after the equipment lease expires;
      - (b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;
    - (4) Permits or authorizations issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:
 

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for that state or municipality.

- c. The insurance with respect to any architect, engineer, or surveyor, added as an insured by this coverage, does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of the rendering or failure to render any professional services by or for you, including:
  - (1) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
  - (2) Supervisory, inspection or engineering services.
- d. This insurance does not apply to “bodily injury” or “property damage” included within the “products-completed operations hazard”.

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability will be imposed by law on you. Coverage will be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

This Additional Insured provision does not apply to Managers or Lessors of Premises, Vendors, or Mortgagees, Assignees, or Receivers. For Managers or Lessors of Premises, refer to **ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES**. For Vendors, refer to **ADDITIONAL INSURED – VENDORS**. For Mortgagees, Assignees or Receivers, refer to **ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE, OR RECEIVER**.

### **XIII. ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE, OR RECEIVER**

**SECTION II – WHO IS AN INSURED** is amended to include as an insured any person or organization with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

### **XIV. EXTENDED PROPERTY DAMAGE – EXPECTED OR INTENDED INJURY**

Exclusion **2.a.** of **SECTION I – COVERAGES, COVERAGE A** is deleted in its entirety and replaced by the following:

- a. “Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

### **XV. PROPERTY DAMAGE – BORROWED EQUIPMENT**

**A.** Paragraph **(4)** of Exclusion **j.** of **SECTION I – COVERAGES, COVERAGE A** does not apply to “property damage” to borrowed equipment while that equipment is:

- 1. Not being used to perform operations; and
- 2. Away from an insured's premises.

**B.** The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured whether primary, excess, contingent or on any other basis.

**C.** **SECTION III – LIMITS OF INSURANCE** is amended to add the following:

Subject to the General Aggregate provision, the most we will pay under this provision for “property damage” to borrowed equipment is \$10,000 per “occurrence”.

### **XVI. PROPERTY DAMAGE – CUSTOMERS' GOODS**

**A.** Paragraphs **(3)**, **(4)**, and **(6)** of Exclusion **j.** of **SECTION I – COVERAGES, COVERAGE A** does not apply to “property damage” to “customers' goods” while on your premises.

**B.** The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured whether primary, excess, contingent or on any other basis.

**C. SECTION III – LIMITS OF INSURANCE** is amended to add the following:

Subject to the General Aggregate provision, the most we will pay under this provision for “property damage” to “customers’ goods” is \$10,000 per “occurrence”.

**XVII. MEDICAL PERSONNEL**

The following applies only if no other similar coverage is included on or added to the policy to which this endorsement is attached:

The following is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY – Insuring Agreement**:

- A.** We will pay those sums the insured becomes legally obligated to pay as a result of an “occurrence” arising out of your employed registered nurse, licensed practical nurse, certified emergency medical technician or certified paramedic performing professional health care services. This applies only to those professional health care services arising out of duties related to the conduct of your business. The registered nurse, licensed practical nurse, certified emergency medical technician or certified paramedic must be your “employee”.
- B. SECTION II – WHO IS AN INSURED** is amended to include the above designated “employees” for acts within the scope of their employment by you while performing duties related to the conduct of your business including duties arising out of his or her providing or failure to provide professional health services.
- C. SECTION III – LIMITS OF INSURANCE** is amended to add the following:

Subject to the General Aggregate provision, the most we will pay under Medical Personnel coverage is \$100,000 for all professional health services sustained by any one person.

**XVIII. LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE**

THIS COVERAGE ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED “PRODUCT WITHDRAWAL”. THIS COVERAGE DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR “SUIT”.

- A.** The following is added to **SECTION I – COVERAGES**:

**LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE**

**1. Insuring Agreement**

- a.** We will reimburse you for “product withdrawal expense” incurred by you because of a “product withdrawal” to which this insurance applies.

The amount of such reimbursement is limited as described in **SECTION III – LIMITS OF INSURANCE**. No other obligation or liability to pay sums or perform acts or services is covered.
- b.** This insurance applies to a “product withdrawal” only if the “product withdrawal” is initiated in the “coverage territory” during the policy period because:
  - (1)** You determine that the “product withdrawal” is necessary; or
  - (2)** An authorized government entity has ordered you to conduct a “product withdrawal”.
- c.** We will reimburse “product withdrawal expenses” only if:
  - (1)** The expenses are incurred within one year of the date the “product withdrawal” was initiated;
  - (2)** The expenses are reported to us within one year of the date the expenses were incurred; and
  - (3)** The product that is the subject of the “product withdrawal” was produced after the inception date of this policy or the date this endorsement was added, whichever is earlier.
- d.** The initiation of a “product withdrawal” will be deemed to have been made only at the earliest of the following times:

- (1) When you first announced, in any manner, to the general public, your vendors, or to your “employees” (other than those directly involved in making the determination) your decision to conduct or participate in a “product withdrawal”. This applies regardless of whether the determination to conduct a “product withdrawal” is made by you or is requested by a third party; or
  - (2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a “product withdrawal”.
- e. “Product withdrawal expenses” incurred to withdraw “your products” which contain the same or substantially similar “defects” will be deemed to have arisen out of the same “product withdrawal”.

## 2. Exclusions

This insurance does not apply to “product withdrawal expenses” arising out of:

### a. Breach Of Warranty And Failure To Conform To Intended Purpose

Any “product withdrawal” initiated due to the failure of “your product” to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure is reasonably expected to cause “bodily injury” or “physical damage” to tangible property other than “your product”.

### b. Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark

Any “product withdrawal” initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

### c. Deterioration, Decomposition Or Chemical Transformation

Any “product withdrawal” initiated due to transformation of a chemical nature, deterioration or decomposition of “your product”. This exclusion does not apply if it is caused by:

- (1) An error in manufacturing, design or processing;
- (2) Transportation of “your product”; or
- (3) “Product tampering”.

### d. Goodwill, Market Share, Revenue, Profit Or Redesign

The costs of goodwill, market share, revenue or “profit” or the costs of redesigning “your product”.

### e. Expiration Of Shelf Life

Any “product withdrawal” initiated due to expiration of the designated shelf life of “your product”.

### f. Known Defect

A “product withdrawal” initiated because of a “defect” in “your product” known to exist by the Named Insured or the Named Insured’s “executive officers”, prior to the date when this Coverage Form was first issued to you or prior to the time “your product” leaves your control or possession.

### g. Otherwise Excluded Products

A recall of any specific products for which “bodily injury” or “property damage” is excluded under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** by endorsement.

### h. Governmental Ban

A recall when “your product” or a component contained within “your product” has been:

- (1) Banned from the market by an authorized government entity prior to the policy period; or
- (2) Distributed or sold by you subsequent to any governmental ban.

### i. Defense Of Claim

The defense of a claim or “suit” against you for liability arising out of a “product withdrawal”.

### j. Third Party Damages, Fines And Penalties

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

**k. Pollution-Related Expenses**

Any loss, cost, or expense due to any:

- (1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, "pollutants".

**B.** For purpose of this endorsement, **SECTION III – LIMITS OF INSURANCE** is replaced by the following:

**SECTION III – LIMITS OF INSURANCE**

The most that we will reimburse you for under this coverage is \$10,000 regardless of the number of:

1. Insureds;
2. "Product withdrawals" initiated; or
3. Number of "your products" withdrawn.

The \$10,000 limit is the most that we will reimburse you for the sum of all "product withdrawal expenses" incurred for all "product withdrawals" initiated during the policy period.

**C.** For the purpose of this coverage, the **Duties In The Event Of Occurrence, Claim Or Suit Condition** under **SECTION IV – CONDITIONS** is replaced by the following:

**Duties In The Event Of A Defect Or A Product Withdrawal**

**a.** You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:

- (1) How, when and where the "defect" was discovered;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

**b.** If a "product withdrawal" is initiated, you must:

- (1) Immediately record the specifics of the "product withdrawal" and the date where it was initiated; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.

**c.** You must promptly take all reasonable steps to mitigate the expenses associated with a "product withdrawal". Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "product withdrawal expenses".

**d.** You and any other involved insured must:

- (1) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";
- (2) Authorize us to obtain records and other information; and
- (3) Cooperate with us in our investigation of the "product withdrawal".

**D.** For the purposes of this coverage, the following is added to **SECTION IV - CONDITIONS**:

**Concealment Or Fraud**

We will not provide coverage under **SECTION I** to you, or any other insured, who at any time:

1. Engaged in fraudulent conduct; or

2. Intentionally concealed or misrepresented a material fact concerning a “product withdrawal” or “product withdrawal expenses” incurred by you under **SECTION I** of this coverage.

**XIX. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

Item 8. Transfer of Rights of Recovery Against Others to Us of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following:

We agree to waive any right of recovery we may have against any person or organization with whom you have agreed by contract prior to an “occurrence” to waive such rights because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. The waiver applies only to the person or organization with whom you have agreed in a contract prior to an “occurrence” to waive such rights.

**XX. STUDENT ACCIDENT INSURANCE – EXCESS**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance, Paragraph (1)**:

- (c) This insurance is excess over any other insurance, whether primary or excess, that provides Student Accident Coverage to children.

**XXI. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Item 2. Duties in the Event of Occurrence, Claim or Suit**, is amended to include the following:

- e. Your obligation to notify us as soon as practicable of an “occurrence”, offense, claim or “suit” is satisfied if you send us written notice as soon as practicable after any of your “executive officers”, directors, partners, insurance managers or legal representatives becomes aware of or should have become aware of such “occurrence”, offense, claim or “suit”.

**XXII. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended to include the following:

Based on our reliance on your representations as to existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of the Coverage Form, we shall not deny coverage under this Coverage Form because of such failure.

**XXIII. LIBERALIZATION**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended to include the following:

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**XIV. DEFINITIONS**

1. “Customers’ goods” mean tangible personal property belonging to your customers and left with you for storage, service or repair. “Customers’ goods” do not include:
  - a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
  - b. Animals;
  - c. Contraband, or property in the course of illegal transportation or trade;
  - d. Personal property while airborne or waterborne;
  - e. Property that is covered under another Coverage Form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;



- f. Vehicles or self-propelled machines (including aircraft or watercraft) that are licensed for use on public roads.

This paragraph does not apply to:

- (1) Vehicles or self-propelled machines, other than “autos”, you hold for sale; or
- (2) Rowboats or canoes out of water at the described premises;

- g. The following property while outside of buildings:

- (1) Grain, hay, straw, or other crops; or
- (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than trees, shrubs or plants held for sale).

- 2. “Defect” means a defect, deficiency or inadequacy that creates a dangerous condition.
- 3. “Product tampering” is an act of intentional alteration of “your product” which has caused or is reasonably expected to cause “bodily injury” or physical injury to tangible property other than “your product”.

When product tampering is known, suspected or threatened, a “product withdrawal” will be limited to those batches of “your product” which are known or suspected to have been tampered with.

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and application software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 4. “Product withdrawal” means the recall or withdrawal:

- a. From the market; or
- b. From use by any other person or organization;

of “your products” or products which contain “your products”, because of known or suspected “product tampering”, which has caused or is reasonably expected to cause “bodily injury” or physical injury to tangible property other than “your product”.

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

- 5. “Product withdrawal expenses” means those reasonable and necessary extra expenses, listed below, paid and directly related to a “product withdrawal”:

- a. Costs of notification;
- b. Costs of stationery, envelopes, production of announcements and postage or facsimiles;
- c. Costs of overtime paid to your regular non-salary “employees” and costs incurred by your “employees”, including costs of transportation and accommodations;
- d. Costs of computer time;
- e. Costs of hiring independent contractors and other “temporary workers”;
- f. Costs of transportation, shipping or packaging;
- g. Costs of warehouse or storage space; or
- h. Costs of proper disposal of “your products” or products that contain “your products” that cannot be reused, not exceeding your purchase price or your costs to produce the products.

- 6. “Profit” means the positive gain from business operation after subtracting for all expenses.

All other terms and conditions remain unchanged.