Board Office Use: Legislative File Info.			
File ID Number	18-1652		
Introduction Date	8/8/18		
Enactment Number	18-1365		
Enactment Date	8/8/18 lf		



## Memo

To

Board of Education

From

Kyla Johnson-Trammell, Superintendent

**Board Meeting Date** 

(To be completed by Procurement)

August 8, 2018

Subject

Memorandum of Understanding - Sarah's Science (contractor) - Community Schools and Student Services Department (site/department)

**Action Requested** 

Approval by the Board of Education of the Memorandum of Understanding between the District and Sarah's Science. Services to be primarily provided to Community Schools and Student Services Department for the period of August 22, 2017 through June 9, 2018.

Background

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

Sarah's Science provides after school science enrichment classes with hands-on projects and curriculum that make learning science fun.

Discussion

One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding between District and Sarah's Science, Castro Valley, CA, for the latter to offers a hands-on science approach to teaching where students demonstrate major scientific concepts such as energy, electricity, light, gravity, motion, friction, magnetism, and simple machines for Chabot, Crocker Highlands, Glenview, Kaiser, Joaquin Miller, Montclair, Sequoia, Thornhill, Redwood Heights and Hillcrest Elementary Schools, for the period of August 22, 2017 through June 9, 2018, at no cost to the District.

Recommendation

Approval by the Board of Education of a Memorandum of Understanding between the District and Sarah's Science. Services to be primarily provided to the Community Schools and Student Services Department for the period of August 22, 2017 through June 9, 2018.

Fiscal Impact

Funding resource name (please spell out): No fiscal impact.

**Attachments** 

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



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

Legislative File ID No. 18-1652			
Department: 922/Community Schools and Student Services Department			
Vendor Name: Sarah's Science			
Contract Term: Start Date: 08/22/17 End Date: 06/09/18			
Annual Cost: \$ 0			
Approved by: Andrea Bustamante			
Is Vendor a local Oakland business? Yes No			
Why was this Vendor selected?			
School-sites selected partner for In-Kind agreement.			
Summarize the services this Vendor will be providing.			
Engaging after school science enrichment classes with proprietary hands-on science projects and curriculum.			
Was this contract competitively bid? Yes No			
If No, answer the following:			
1) How did you determine the price is competitive?			
No fee for services; In-Kind partnership.			

Legal 1/12/16

2)	Plea	se check the competitive bid exception relied upon:
	Щ	Educational Materials
		<b>Special Services</b> contracts for financial, economic, accounting, legal or administrative services
	$\coprod$	CUPCCAA exception (Uniform Public Construction Cost Accounting Act)
		<b>Professional Service Agreements</b> of less than \$87,800 (increases a small amount on January 1 of each year)
	Щ	<b>Construction related Professional Services</b> such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
		<b>Energy</b> conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
	Щ	Emergency contracts [requires Board resolution declaring an emergency]
		Technology contracts
		electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
		contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
		Western States Contracting Alliance Contracts (WSCA)
		California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
	Ц	Piggyback" Contracts with other governmental entities
		Perishable Food
		Sole Source
		<b>Change Order for Material and Supplies</b> if the cost agreed upon in writing does not exceed ten percent of the original contract price
	Ш	Other, please provide specific exception

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# MEMORANDUM OF UNDERSTANDING BETWEEN A PARTNER ORGANIZATION OR INDIVIDUAL AND OAKLAND UNIFIED SCHOOL DISTRICT

, I.	Par	ties				
boty		e of this Memorandum of Understanding ("MOU") is to establish a relationship akland Unified School District ("OUSD") and [CONTRACTOR—name of your organization],				
		s, the CONTRACTOR's services or program described in this MOU will be provided to OUSD, the students, or the parents; and				
		RTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said selected in Section II of the MOU.				
11.	Prop	gram Name(s)				
	ss other	rwise agreed to in writing by the parties, the Program(s) governed by this MOU are ig:				
	Crock	or Highlands Elementary; Chabot Elementary; Glenylow Elementary; ; Montdair Elementary				
	Kolso	Kolsor Elementary; Hillerest Elementary; Joaquin Miller Elementary; Thornhill Elementary;				
	Rody	rood Heights Etomontary				
.*						
111.	CONTRACTOR Responsibilities/Scope of Services					
	۸.	A. Provide a description of the services that your program(s) will be providing to OUSD. Please be specific by answering all of the following questions.				
	•	1. A brief description of the type of services your program(s) generally provides.				
		Engaging after school science enrichment classes with proprietary hands on science projects and				
		curriculum,				

	2,	providing the services:
		25+ years providing award-winning effer school and channel classes camps, and workshops
		throughout the Bay Area.
	3.	Please check all of the expectations or goals below that are in agreement with your program's services.
	Dovo	re a high quality instructional core lop student's social health/skills lop student's emotional health
		lop student's physical health lop student's cognitive and academic skills
	Creat	e equitable opportunities for learning e, maintain, or support high quality and effective instruction
	Prepa	re students for success in college and careers
V V		ensure, create, and/or sustain safe, healthy and supportive schools  accountability for quality
冒	Help	proato full service community schools in OUSD
		iso, raise graduation rates
•	•	
В,	With	ure that all CONTRACTOR personnel, including subcontractors, will comply any policy and systems in place at OUSD and School(s). This includes, but is limited to the following:
	1.	Drug and Smoke Free-No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs at these School(s).

- 2. Anti-Discrimination—It is the policy of OUSD that in connection with CONTRACTOR's services under this MOU there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, age, or other legally protected class. Therefore, the CONTRACTOR agrees to comply with all applicable Federal and California laws.
- 3. Conflict of Interest—CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any OUSD employee to perform the services in this MOU; and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alort OUSD in writing if and when a potential conflict arises.
- 4. Ifamily Education Rights and Privacy Act.—CONTRACTOR shall observe all District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as PERPA, related to the confidentiality of pupil and personnel records.
- C. Tuborculosis Screening: CONTRACTOR is required to screen employees and agents who will be present at OUSD sites during the current school year. CONTRACTOR affirms that each person has current proof of negative TB testing on file and TB results are monitored. Please see Section IV for the relevant documentation that is required.
- D. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR cortifies its compliance with these provisions as follows: "CONTRACTOR cortifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the MOU, and the California Department of Justice has determined that none of those Employees has been convicted of a folony, as that term is defined in Education Code section 45122.1. CONTRACTOR further cortifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this MOU. Please see Section IV for the relevant documentation that is required.

In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any CONTRACTOR related person, employee, representative or agent from any OUSD school; site; and/or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

### E. Insurance

- General Liability: EITHER (a) CONTRACTOR maintains general liability insurance that names OUSD as an additional insured, for operations, students, volunteers, and personnel at location where CONTRACTOR provides programs/services with at least \$1 Million in coverage, and furnish certificate of said insurance to OUSD OR (b) CONTRACTOR is not required to maintain general liability insurance under this agreement if the Risk Management Officer signs a waiver of insurance. Please see Section IV for the relevant documentation that is required.
- 2. Workers' Compensation: If CONTRACTOR employs any person to perform work in connection with this MOU, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and federal laws, when applicable. The CONTRACTORS' Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Please see Section IV for the relevant documentation that is required.

Check one of the boxes below:

V	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 commoncing the
	performance of the Work of this Contract.

CONTRA	ACTOR does not employ anyone in the manner subject to the
	compensation laws of California.

F. Communication—Communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the CONTRACTOR'S services are aligned with the School(s) and OUSD's mission and objectives and are adequately meeting student's needs. At the request of School(s) or OUSD staff, provide reasonable data and information to students participating in the CONTRACTOR's program.

- G. Confidentiality—CONTRACTOR shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of OUSD. CONTRACTOR will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so long as there is no information from which the identity of any student in the CONTRACTOR's program as a participant could be made.
- H. Register With/Update Community Partner Platform—Contractor shall register in OUSD's Community Partner Platform database and perform annual updates by August 31 of each year, to maintain full and complete up-to-date information.

### IV. Required Documents

CONTRACTOR CANNOT commence the services agreed to in this MOU until it has submitted the following documents:

### A. TB and Fingerprinting Clearance:

### Contractor (Individual):

Submit clearance letter from authorized agency verifying individual has been Fingerprinted/Criminal Background Checked for this current fiscal year. Additionally, please provide documentation from health care provider showing negative TB status of individual within the last four years.

### Contractor (Agency):

Attach clearance letter from Agency/Community-Based Organization/Non-Profit Organization on agency letterhead verifying all personnel, including subcontractors, have been Fingerprinted/Criminal Background Checked and have TB clearance for this current fiscal year and signed by authorized personnel.

### B. <u>Insurance</u>:

### Contractor (Individual/Agency):

Please attach documentation of either proof of insurance, or a waiver signed by the Risk Management Officer. The additional insured address must read: Oakland Unified School District, Attention: Risk Management, 1000 Broadway Suite 440, Oakland, CA 94607. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or domand.

### V. Responsibilities of Oakland Unified School District

- A. Space—Provide a suitable classroom or space at the participating School(s), to be agreed upon by School(s) and the CONTRACTOR.
- B. Janitorial Service—Provide necessary services to maintain this space, including janitorial services, maintenance, utilities, and technology support.
- C. Data—Ensure that CONTRACTOR has reasonable access to student assessment and evaluation data necessary to inform instruction and periodically review student progress and to provide the study.
  - For the purpose of cohort determination, for instructional purposes, or for academic research purposes, at the sole discretion of OUSD, provide CONTRACTOR access to student assessment data for all students at School(s) including, but not limited to, state test scores and site-based assessments. Students identified may be protected by the use of ID numbers.
  - Provide CONTRACTOR with any other student information reasonably necessary to provide its services consistent with the CONTRACTOR's program and to evaluate the impact of its program on students at School(s).

### VI. Duration

This MOU is for the 08/22/2017 -- 06/09/2018 period.

[Insert mm/kl/year] [Insert mm/kl/year]

### VII. Termination

Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This agreement may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

### VIII. Defense/Indemnity/Hold Harmless

Each party to this MOU agrees to defend, indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.

and year set forth below. ARTNERSILIPS (Print Namo & Title) SVC5 (Sponsoring OUSD Department) Dated: 07/14/2017 (MM/DD/YYYY) By: (Print Name & Title) Kallyn Knapp / Program Coordinato (CONTRACTOR-Org, Name) Sarah's Science Approved as to form and procedure (MM/DD/YYYY) . Dated: Attorney, Office of the General Counsel Oakland Unified School District OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel 8/9/18 APPROVED FOR FORM AND SUBSTANCE Aimee Eng, Date President, Board of Education Michael L. Smith, Attorney at Law (RGC9 7/13/18)

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month

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

Kyla R. Johnson-Trammell

Secretary, Board of Education

8/9/18

Date

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

certificate holder in lieu of such endorsement(s).		ignis to the		
PRODUCER	CONTACT LaDeena M Smith			
Cookson & Bowman Ins Services LLC	PHONE (A/C, No. Ext): (530) 272-1000 FAX (A/C, No): (530) 5	88-9638		
471 Sutton Way Ste 201	E-MAIL ADDRESS: ladeena@candbinsurance.com			
Grass Valley CA 95945	INSURER(S) AFFORDING COVERAGE	NAIC#		
	INSURER A: Markel Insurance Company	38970		
INSURED	INSURER B :			
Sarah E Shaffer	INSURER C:			
Sarah's Science & This Land is Your Land	INSURER D:			
21525 Knoll Way	INSURER E :			
Castro Valley CA 94546-6860	INSURER F:			
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN BEDITIED BY PAID CLAIMS				

ADDL SUBR POLICY EFF POLICY EXP **TYPE OF INSURANCE** LIMITS **POLICY NUMBER** COMMERCIAL GENERAL LIABILITY s 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR s 1,000,000 X 8502CY174236-21 10/01/2016 10/01/2017 MED EXP (Any one person) s 10,000 PERSONAL & ADV INJURY s 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: s 3,000,000 GENERAL AGGREGATE PRO-JECT POLICY PRODUCTS - COMP/OP AGG s 1,000,000 OTHER: COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** \$1,000,000 ANY AUTO BODILY INJURY (Per person) ALL OWNED AUTOS SCHEDULED 8502CY174236-21 10/01/2016 10/01/2017 BODILY INJURY (Per accident) \$ AUTOS NON-OWNED AUTOS PROPERTY DAMAGE HIRED AUTOS \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE RETENTION \$ DED WORKERS COMPENSATION X PER STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? s 1,000,000 E.L. EACH ACCIDENT MWC0005553-05 06/30/2016 06/30/2017 (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 if yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$1,000,000 Abuse/Molestation 8502CY174236-21 10/01/2016 10/01/2017 \$1,000,000 Per/Agg

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

Certificate Holder is an Additional Insured - When Required By Written Contract or Agreement per attached MGL1242 (03/14).

Certificate revised on 01/26/2017

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District Attention: Risk Management 1000 Broadway, Ste 440	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Oakland, CA 94607	AUTHORIZED REPRESENTATIVE LS>



### **Markel Insurance Company**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### COMMERCIAL GENERAL LIABILITY PLUS ENHANCEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following coverages and extensions are added to this policy as detailed below. 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

Limited Product Withdrawal Expense \$10,000 All Product Withdrawal Expenses

Extended Property Damage - Expected Or Intended Included

Injury

Non-Owned Watercraft Increased To 51 Feet Long

Non-Owned Aircraft If Rented Or Loaned With A Paid Crew

Property Damage To Borrowed Equipment \$10,000 Each Occurrence
Property Damage To Customers' Goods \$10,000 Each Occurrence

Damage To Premises Rented To You Equal To The General Liability Each Occurrence Limit

Property Damage From Elevator Use Included
Personal And Advertising Injury From Televised Or Included

Videotaped Material

Supplementary Payments

Bail Bonds Up To \$5,000 Loss Of Earnings Up To \$500 A Day

Medical Personnel \$100,000 Any One Person

Broadened Definition Of Insured Included

Automatic Additional Insureds

When Required By Contract Or Agreement Included
Managers Or Lessors Of Premises Included
Mortgagees, Assignees Or Receivers Included
Vendors Included

Medical Payments \$10,000 Any One Person (Unless Excluded)

Each Location And Each Project Aggregates Equal To The General Aggregate Limit

Duties In The Event Of Occurrence, Offense, Claim Included

Or Suit

Unintentional Failure To Disclose All Hazards Included
Waiver Of Transfer Of Rights Of Recovery Against Included

Others To Us

Liberalization Included
Mental Anguish Resulting From Bodily Injury Included
Broadened Definition Of Mobile Equipment Included

MGL 1242 03 14

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- 2. Paragraphs d. and e. of the definition of "personal and advertising injury" are replaced by the following:
  - d. Oral, written or professionally produced televised or videotaped publication, in any manner, of material 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, in any manner, of material that violates a person's right to privacy;

### I. SUPPLEMENTARY PAYMENTS - BAIL BONDS AND LOSS OF EARNINGS

Paragraphs 1.b. and 1.d. under Section I - Coverages, Supplementary Payments - Coverages A And B are replaced by the following:

- b. Up to the amount shown in the Schedule of this endorsement 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 the amount shown in the Schedule of this endorsement because of time off from work;

#### J. 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:

- 1. Paragraph 2.a.(1)(d) under Section II Who Is An Insured does not apply to any registered nurse, licensed practical nurse, certified emergency medical technician or certified paramedic who is employed by you to provide professional health care services, but only while acting within the scope and course of their duties as such.
- 2. The following is added to Section III Limits Of Insurance:

Subject to the General Aggregate limit, the most we will pay under Medical Personnel Coverage is the amount shown in the Schedule of this endorsement for all loss sustained by any one person from professional health services.

### K. BROADENED DEFINITION OF INSURED

Section II - Who Is An Insured is amended as follows:

- 1. The following is added to Paragraph 2.a.:
  - Paragraph (1) does not apply to managers at the supervisory level or above.
- 2. Paragraph 2. is amended to include the following as insureds:

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 insured under any other insurance provided by any company or that would be an insured but for the exhaustion of its limits of insurance.

- 3. Paragraph 3.a. is replaced by the following:
  - a. Coverage for your newly acquired or formed organization shall be:
    - (1) Effective on the date of acquisition or formation; and
    - (2) Afforded until the end of the policy period of this Coverage Form.

### L. AUTOMATIC ADDITIONAL INSUREDS

The following paragraphs are added to Section II - Who Is An Insured:

- 1. The following are also insureds under this policy, subject to the following provisions:
  - a. When Required By Contract Or Agreement

Any person or organization to whom you are required by written contract, agreement, permit or authorization to provide insurance, but only if the contract, agreement, permit or authorization is in effect during the policy period shown in the Declarations and was executed prior to the "bodily injury", "property damage" or "personal and advertising injury". However:

- (1) The person or organization is an insured only to the extent you are held liable due to:
  - (a) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:
    - (i) 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; and
    - (ii) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization;
  - (b) Your ongoing operations for that insured, whether the work is performed by you or for you;
  - (c) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
    - (i) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires or you cease to lease that equipment; and
    - (ii) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization:
  - (d) 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.
- (2) The insurance with respect to any architect, engineer or surveyor does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:
  - (a) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
  - (b) Supervisory, inspection or engineering services.
- (3) This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (4) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services.
- (5) This insurance does not apply to any insured person or organization if the loss, cost, injury or damage is otherwise excluded from coverage under this insurance, including any endorsements made a part of this policy.
- (6) A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- (7) This insurance does not apply to any person or organization included as an insured by an endorsement issued by us or otherwise made part of this insurance.
- (8) 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; mortgagees, assignees or receivers; or vendors.

### b. Managers Or Lessors Of Premises

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 to such managers or lessors of premises:

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(s) or organization(s) who leases to you or manages property you rent or lease.

### c. Mortgagees, Assignees Or Receivers

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

### d. Vendors

Any vendor with whom you have agreed in a written contract or agreement to provide insurance, but only if the contract or agreement is in effect during the policy period shown in the Declarations and was executed prior to the "bodily injury" or "property damage", and 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.

(1) The following additional exclusions apply to such vendors:

This insurance 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:
  - (i) The exceptions contained in subparagraphs (d) or (f); or
  - (ii) 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.
- (3) This insurance does not apply to any vendor included as an insured by an endorsement issued by us or otherwise made a part of this insurance.
- (4) This insurance does not apply if "bodily injury" or "property damage" included in the "products-completed operations hazard" is excluded either by the provisions of this insurance or by endorsement.

### To Whom It May Concern:

All of our teachers, assistants, and substitutes have been cleared through a Live Scan background check at the state (DOJ) and federal (FBI) levels. Additionally, all of our teachers, assistants, and substitutes have received negative TB test results.

Sarah's Science

SARAH SHAFFER 21525 KNOLL WAY CASTRO VALLEY

CA 94546

Our hiring process involves multiple rounds of interviews as well as a verification of professional references. Once hired, each instructor goes through an initial orientation and is then involved in an ongoing mentorship program that includes weekly staff meetings and periodic observations and performance evaluations.

Sincerely,

Kaitlyn Knapp

Program Coordinator

Sarah's Science/Toyology

### To Whom It May Concern:

In these exciting hands-on science classes we will build a variety of toys and use them to demonstrate major scientific concepts such as energy, electricity, light, gravity, motion, friction, magnetism, and simple machines. Each student will construct and take home a science toy in every class.

All instructors teach from an established lesson plan designed to engage the students with various forms of learning. From call and response to moving around the classroom, students are provided with stimulating lessons that make learning science fun.

Sarah's Science

SARAH SHAFFER 21525 KNOLL WAY CASTRO VALLEY CA 94546 Sincerely,

Kaitlyn Knapp

Program Coordinator Sarah's Science/Toyology To Whom It May Concern:

Our goal at Sarah's Science, *Toyology: Science Through Toys* is to give children a joyous after school program experience, and leave them with the knowledge that learning science is fun!

To learn best, kids need to have fun and to feel safe. When children become afraid of something, their minds close. Having fun allows their minds to remain open and lets them feel emotionally safe. We know that hands-on learning works best. All of our science projects are designed to delight children and to make it easy to understand even complex science concepts. We make the projects fun and then dance the science around them. We want to give kids a foundation in science while they are still young so they don't shy away from it in the future.

Sarah's Science

SARAH SHAFFER 21525 KNOLL WAY CASTRO VALLEY CA 94546 Our program has been providing science based learning in the Bay Area for over 20 years. It first started as an outdoor science camp and successfully transitioned into an after school program four years ago. For years on end, our programs have been awarded "Best" in the area by entities such as Parent's Press, East Bay Express, Red Tricycle, and Bay Area Parent. Toyology now serves over 70 schools and continues to foster lasting relationships with the schools and families it serves.

Kaitlyn Knapp

Sincerely,

Program Coordinator

Sarah's Science/Toyology

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