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Board Cover Memorandum

To Board of Education

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

Meeting Date February 28, 2024

Subject Services Agreement with WestEd

Ask of the Board Ratify Services Agreement

Services *Wested will load California Healthy Kids Surveys, including student, staff, and family surveys, to their survey platform, provide school-specific links for each survey, provide access to the platform for school and district California Healthy Kids Survey coordinators to access participation data, and provide raw data files to OUSD Research, Assessment, and Data department in order to update OUSD's data dashboards.*

Term Start Date: January 22, 2024 End Date: June 30, 2024

Not-To-Exceed Amount \$11,000.00

Competitively Bid No

If the Service Agreement was not competitively bid and the not-to-exceed amount is more than \$109,300, list the exception(s) that applies (requires Legal review/approval and may require a resolution): [Sole Source]

In-Kind Contributions *[This should include any additional contributions that the District is expected to make, separate from the not-to-exceed amount from the Service Agreement, such as in-kind contributions of employee time or District space.]*

Funding Source(s) Kaiser Health and Wellness – Resource 9225 - \$11,000.00

Background

WestEd supports the administration of the California Healthy Kids Survey statewide. School Districts administer the surveys using the system operated by WestEd so that the statewide data are maintained in a common system.

Attachment(s)

- Service Agreement with WestEd
- Fingerprint/TB Waiver



Services Agreement 2023-2024

This Services Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the entity or individual (“VENDOR,” together with OUSD, “PARTIES”) named in Exhibit A, attached hereto and incorporated herein by reference. Unless otherwise stated herein, “VENDOR INDIVIDUAL” includes (to the extent they exist): VENDOR Board members, officers, trustees, and directors; VENDOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under VENDOR’s direction, invitation, or control.

The PARTIES hereby agree as follows:

1. Services. VENDOR shall provide the services (“SERVICES”) as described in Exhibit A.
2. Term. The term (“TERM”) of this AGREEMENT is established in Exhibit A.
3. Compensation.
 - a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in Exhibit A for satisfactorily performing the SERVICES. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in Exhibit A.
 - b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD’s sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.
 - c. VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
 - d. Payment for SERVICES shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 4 (Invoicing), for the SERVICES actually performed and after OUSD’s written approval that the SERVICES were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to

correct unsatisfactory performance of SERVICES, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this AGREEMENT, VENDOR agrees to correct its performance without delay.

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

5. Suspension. If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.

6. Termination. Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
 - a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
 - b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
 - c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
 - d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 41 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically

terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.

7. Data and Information Requests.
 - a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
 - b. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

8. Confidentiality and Data Privacy.
 - a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.
 - b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 24 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
 - c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.

9. Copyright/Trademark/Patent/Ownership.

Services provided to OUSD, and all participating schools therein, and all related materials including, but not limited to audio, video, images, VENDOR's name, slogans, quotes, writings, posters, and any other related materials which are exclusively owned by the VENDOR or California Department of Education ("CDE") will remain the exclusive property of the VENDOR or CDE, respectively. The California Healthy Kids Surveys ("CHKS") is administered by VENDOR under contract on behalf of the CDE. All of the CHKS components are proprietary. The purchase, sale, loan assignment, transfer, license, sub-

license, use, disclosure, dissemination and/or publication of the CHKS by any individual, person, organization, company, public or private entity, association or enterprise is strictly prohibited except with the prior, express permission of CDE stated in writing and signed by an authorized CDE official or representative.

10. Alignment and Evaluation.
 - a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.
 - b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.
11. Inspection and Approval. VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. In accordance with Paragraph 3 (Compensation), the SERVICES performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.
12. Equipment and Materials. VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
13. Legal Notices. Based on contact information set forth in Exhibit A, all legal notices provided for under this AGREEMENT shall be sent: (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.
14. Status.
 - a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
 - b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;

- (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
 - c. If VENDOR is a business entity, VENDOR understands and agrees that it and any and all VENDOR INDIVIDUALS shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR INDIVIDUALS. VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) VENDOR is providing the SERVICES directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and VENDOR is in writing;
 - (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
 - (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
 - (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
 - (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
 - (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
 - (ix) VENDOR provides its own tools, vehicles, and equipment to perform the SERVICES;
 - (x) VENDOR can negotiate its own rates;
 - (xi) VENDOR can set its own hours and location of work; and
 - (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.
15. Qualifications, Training, and Removal.
- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform

the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.

- b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
 - c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.
16. Certificates/Permits/Licenses/Registration. VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.
17. Insurance.
- a. Commercial General Liability Insurance. VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.

procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

- b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.
20. Health and Safety Orders and Requirements; Site Closures.
- a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities (“Orders”).
 - b. Except as possibly stated otherwise in Exhibit A, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
 - c. Except as possibly stated otherwise in Exhibit A, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
 - d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.
21. Conflict of Interest.
- a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
 - b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR’s family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD’s attention in writing.
 - c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute

a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. VENDOR certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).
23. Limitation of OUSD Liability. Other than as provided in this AGREEMENT, OUSD's financial obligations under this AGREEMENT shall be limited to the compensation described in Paragraph 3 (Compensation). Notwithstanding any other provision of this AGREEMENT, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this AGREEMENT for the SERVICES performed in connection with this AGREEMENT.
24. Indemnification.
 - a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this AGREEMENT. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
 - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.

25. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
26. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
28. **Waiver.** No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
29. **Assignment.** The obligations of VENDOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
30. **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.

31. Litigation. This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
32. Incorporation of Recitals and Exhibits. Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
33. 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.
34. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
35. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
36. Captions and Interpretations. Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
37. Calculation of Time. For the purposes of this AGREEMENT, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.
38. Counterparts and Electronic Signature. This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the

receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

39. W-9 Form. If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
40. Agreement Publicly Posted. This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
41. Signature Authority.
 - a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
 - b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
42. Contract Contingent on Governing Board Approval. The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

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

VENDOR

Name: WestEd Signature: Rajwant Virk

Position: Officer (Business) Date: Jan 23, 2024

One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.

OUSD

Name: Andrea Bustamante Signature: DocuSigned by: Andrea Bustamante

Position: Executive Director, Community Schools & Student Services Date: 1/25/2024

- Board President (for approvals)
- Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell Signature: _____

Position: Superintendent Date: _____

Approved as to form by OUSD Legal Department

Name: Roxanne De La Rocha Signature: [Signature] Date: 1/18/2024

SERVICES AGREEMENT 2023-24

EXHIBIT A

(Paragraph numbers in Exhibit A corresponds to the applicable Paragraph number in this Agreement. Unless otherwise stated herein, the information in Exhibit A is typically provided by VENDOR.)

WestEd

VENDOR: _____

1. Services. Describe the SERVICES VENDOR will provide:

Wested will load California Healthy Kids Surveys, including student, staff, and family surveys, to their survey platform, provide school-specific links for each survey, provide access to the platform for school and district California Healthy Kids Survey coordinators to access participation data, and provide raw data files to OUSD Research, Assessment, and Data department in order to update data dashboards.

2. Term.

- a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.

Start Date: January 22, 2024

- b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.

End date: June 30, 2024

3. Compensation.

- a. The basis for payment to VENDOR shall be:

Hourly Rate: _____ per hour

Daily Rate: _____ per day

Weekly Rate: _____ per week

Monthly Rate: \$916.67 _____ per month

Per Student Served Rate: _____ per student served

- Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s):

b. Over the TERM, the total compensation under this AGREEMENT shall not exceed the below amount. This sum includes (but is not limited to) compensation for the full performance of this AGREEMENT and all fees, costs, and expenses incurred by VENDOR including (but not limited to) labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

Not-To-Exceed Amount: \$11,000.00

13. Legal Notices.

OUSD

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060

Email: ousdlegal@ousd.org

VENDOR

WestEd

Name/Dept: _____

Address: 730 Harrison Street

City, ST Zip: San Francisco, CA 94107

Phone: 415-615-3136

Email: mneuenf@wested.org

17. Insurance. (Completed by OUSD.) OUSD has waived the following insurance requirements.

- Commercial General Liability Insurance.* Waiver typically available by OUSD if no

VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual) and the not-to-exceed amount is \$25,000 or less.

Workers' Compensation Insurance. Waiver typically available by OUSD if VENDOR has no employees.

18. Testing and Screening. (Completed by OUSD.) OUSD has waived the following testing and screening requirements.

■ *Tuberculosis Screening.* Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.

■ *Fingerprinting/Criminal Background Investigation.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (inperson or virtual).

20. Health and Safety Orders and Requirements; Site Closures. If there is an Order or event in which school sites and/or District offices may be closed or otherwise inaccessible, would the SERVICES be able to continue?

No, the SERVICES would not be able to continue.

■ Yes, the SERVICES would be able to continue as described in Paragraph 1 of Exhibit A.

Yes, but the SERVICES would be different than described in Paragraph 1 of Exhibit A as follows:

Consultant Fingerprint/Criminal Background Check

TB Screening Waiver Request

Directions

The District requires that all contractors who will have contact with students complete a Fingerprint/Criminal Background Check. The OUSD contract originator can request that this requirement is waived for consultants who will never interact with students. Fingerprint waivers require approval by a Chief/Deputy Chief with delegated contract authority.

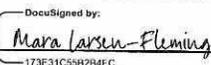
Tuberculosis Risk Assessment is required for all contractors who will be working with OUSD students or staff. TB clearance waivers are only granted if the contractor will be working remotely or the contractor is a one-time speaker.

To request this waiver, complete this form and submit it with the contract packet. If your request is denied you will be required to resubmit the packet with documentation verifying that the consultant has completed this requirement.

Contractor Name	WestEd		
Originator Name	Mara Larsen-Fleming	Site/Department	922/CSSS
Which sites or locations will the contractor be working at? Remotely			
Waiver Requested:	<input checked="" type="checkbox"/> Fingerprint/Criminal Background Check	<input checked="" type="checkbox"/> TB Waiver	

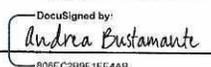
TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.] CONTRACTOR's employees will have only limited contact, if any, with OUSD pupils, and OUSD will take appropriate steps to protect the safety of any pupils that may come in contact with CONTRACTOR's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CONTRACTOR for the services under this Agreement. As an authorized OUSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of OUSD. (Education Code § 45125.1 (c))

OUSD Representative's Name Mara Larsen-Fleming Title: Director, Health & Wellness

OUSD Representative's Signature  Date: 1/30/2024

Approval (Chief/Deputy Chief with delegated contract authority)

OUSD Representative's Name Andrea Bustamante Title: Executive Director, CSSS

OUSD Representative's Signature  Date: 1/25/2024



WestEd History and Status

WestEd is a preeminent educational research, development, and service organization with over 900 employees and 13 offices nationwide. WestEd has been a leader in moving research into practice by conducting research and development (R&D) programs, projects, and evaluations; by providing training and technical assistance; and by working with policymakers and practitioners at state and local levels to carry out large-scale school improvement and innovative change efforts. The agency's mission is to promote excellence, achieve equity, and improve learning for children, youth, and adults. In developing and applying the best available resources toward these goals, WestEd has built solid working relationships with education and community organizations at all levels, playing key roles in facilitating the efforts of others and in initiating important new improvement ventures. In 2016, WestEd celebrated a half-century milestone, marking 50 years of improving learning and healthy development for children, youth, and adults from cradle to career.

WestEd is a Joint Powers Agency (JPA), authorized in 1995 by a California Joint Powers Agreement and governed by public entities in Arizona, California, Nevada, and Utah, with Board members representing agencies from these states and nationally. Its two predecessors, Far West Laboratory for Educational Research and Development (FWL) and Southwest Regional Laboratory (SWRL), were JPAs created in 1966. WestEd is a nonpartisan, not-for-profit organization that is tax exempt under Section 115(1) of the Internal Revenue Code. Because of this status, our work meets the giving guidelines of most philanthropic organizations. From Fiscal Years 2018 through 2022, WestEd has carried out over 2,500 new contracts representing major contributions to the nation's R&D resources, for an average of over 500 new contracts per year. Current work extends beyond the western region to include most states in the nation and an increasing number of other countries.

In FY 2023, the agency is expecting to operate on program funding of approximately \$235 million. Funding comes from sources including U.S. federal agencies; state departments of education; international entities; and universities, school districts, foundations, and other state and local agencies. WestEd is vetted and approved as a qualified service provider in the U.S. Department of Health and Human Services Program Support Center (PSC) Task Order Contracts, and the General Service Administration's Professional Services Schedule (PSS) federal contracting programs. This large variety of funding sources provides WestEd with a stable funding base and a stable organizational structure for carrying out the work of this opportunity.

Management and Organizational Structure

WestEd’s mission — to work with education and other communities to promote excellence, achieve equity, and improve learning for children, youth, and adults — is addressed through a wide range of work. The agency is directed by the Chief Executive Officer, Glen Harvey and her executive team which includes Catherine Walcott, Chief Development Officer; Sabrina Laine, Chief Program Officer; Michael Neuenfeldt, Chief Financial Officer; and Jannelle Kubinec, Chief Administrative Officer. This executive team strategically lead, mobilize, and operationalize a long-range course of action and a set of goals to align with and achieve the organization’s vision.

Figure 1 presents a conceptual framework of WestEd’s work that illustrates (1) the agency’s primary categories of work and (2) how they contribute to effective systems, which, in turn, (3) lead to the desired impact. To carry out WestEd’s mission, project staff are organized into a dozen formal program areas. Areas of work include School and District Improvement; Early Childhood; Mathematics and Science; English Learners; Assessment and Accountability; Evaluation; Special Education; Healthy Kids, Schools, and Communities; Leadership and Teacher Professional Development; Curriculum and Instruction; Literacy; Web, Database, and Interactive Services; Policy; Culture, Diversity, and Equity; and Secondary and Postsecondary Education. Collaboration among staff is institutionally promoted through regular meetings of the management, program, and administrative councils.

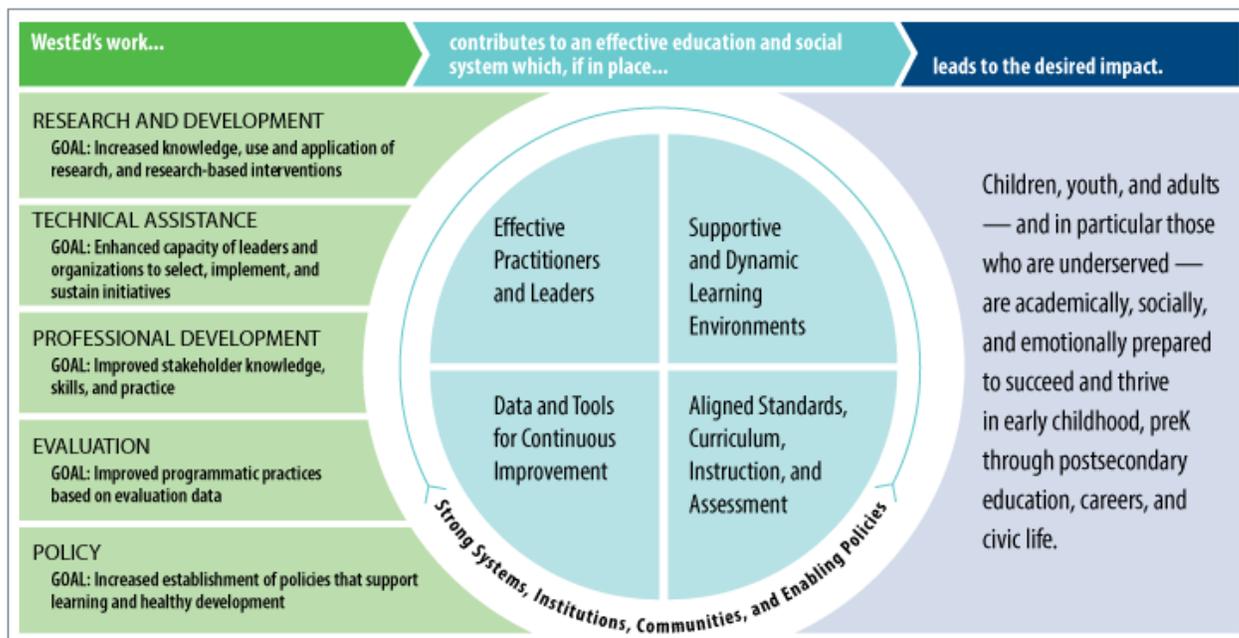


Figure 1. Conceptual Framework of WestEd Work



Focused on creating positive, innovative, and sustainable improvements in education and human development, we bring the best ideas, models, research, and solutions to the significant questions and important challenges facing our clients and their communities, and provide solutions through research and development, technical assistance, professional development, evaluation, and policy services. WestEd has expertise in the following areas of work:

- **College & Career:** WestEd provides research-based expertise focusing on secondary education, community colleges, universities, adult education, and workforce development.
- **Early Childhood Development & Learning:** WestEd strives to improve the capacity of all young children to develop and learn.
- **English Language Learners:** Using deep expertise and evidence-based knowledge of English language learner students, we strengthen practice and policy to accelerate all students' achievement.
- **Health, Safety, & Well-being:** WestEd works with schools, communities, and policymakers to create safe, healthy environments that help young people improve their academic achievement and well-being.
- **Literacy:** We create and deliver innovative ideas, research, and solutions to help all students succeed in literacy across content areas.
- **Schools, Districts, & State Education Systems:** WestEd collaborates with schools, districts, and state education agencies to develop and help implement strategies that build capacity and create effective learning organizations.
- **Science, Technology, Engineering, & Mathematics:** WestEd offers professional development, evaluation, research, coaching, and assessment development in all STEM subjects.
- **Special Education:** WestEd helps build state and local capacity to improve developmental and academic outcomes for children and adults with disabilities, spanning birth to age 21.
- **Standards, Assessment, & Accountability:** WestEd is nationally recognized for developing and implementing standards — early childhood, K–12, and career technical — and assessment systems.
- **Teachers & Leaders:** WestEd develops quality practices, policies, and programs for comprehensive teacher learning, from preservice through teacher leadership.

Leveraging this expertise, WestEd currently hosts a number of national and regional centers that conduct R&D and provide technical assistance and support to state department of education.



- WestEd leads the **Regional Educational Laboratory West (REL West)** and the **Regional Educational Laboratory Northwest (REL Northwest)**, 2 of 10 Regional Educational Laboratories funded by the U.S. Department of Education's (ED) Institute of Education Sciences (IES). **REL West** serves the states of Arizona, California, Nevada, and Utah and **REL Northwest** serves Alaska, Idaho, Montana, Oregon, and Washington. Essential tasks for the REL contract include assessing regional needs through information collection and review of research; maintaining and refining research alliances; providing analytic technical support to help LEAs, SEAs and others incorporate data analysis into their decision making; conduct applied research and evaluation studies; disseminate technical support products and study findings; collaborate and coordinate with other RELs; and management and reporting. WestEd has been the REL for the western region since 1966.
- The agency is also currently a partner in the **REL Northeast & Islands**, **REL Mid-Atlantic**, **REL Pacific**, and **REL Southwest**.
- WestEd is the lead agency for the **Region 2 (Connecticut, New York, Rhode Island)**, **Region 13 (Bureau of Indian Education, New Mexico, Oklahoma)** and **Region 15 Comprehensive Centers (Arizona, California, Nevada, Utah)**, funded by ED's Office of Secondary and Elementary Education (OESE). WestEd is a subcontractor for the **Region 7 (Alabama, Florida, Mississippi)** and **Region 14 (Arkansas, Louisiana, Texas) Comprehensive Centers**. The Comprehensive Centers Program provides technical assistance to state education agencies to lead and support their local education agencies and schools in meeting student achievement goals. The 19 regional centers provide training and assistance to their respective states' departments of education. The national centers provide assistance and research-based information and tools on specific content areas.
- The **National Center for Systemic Improvement**, funded by ED's Office of Special Education and Rehabilitative Services (OSERS), is a national center providing technical assistance to state education agencies and lead agencies to help build their capacity to support local education agencies and early intervention services programs and providers in improving education results and functional outcomes for children with disabilities. The **Center for IDEA Fiscal Reporting (CIFR)**, funded by ED's Office of Special Education Programs (OSEP), supports States' IDEA Part B programs in meeting their IDEA fiscal data collection and reporting obligations; specifically, those obligations associated with the provisions under IDEA surrounding Local Education Agency Maintenance of Effort Reduction, voluntary or involuntary provision of Coordinated Early Intervening Services, and State Maintenance of Financial Support. WestEd is a subcontractor in the **National TA**



Center to Improve State Capacity to Accurately Collect and Report Idea Data and the Center for the Integration of IDEA Data (CIID).

Infrastructure Departments and Operations Support

WestEd understands the importance of managing the quality, timeliness, and cost of its projects. We have designed our infrastructure to include facilities, equipment, business systems, personnel, and other required resources to meet our partner and client’s scope of work, objectives, and deliverables on schedule and within budget.

WestEd’s infrastructure systems are robust and offer an unparalleled depth and breadth of experience. Approximately 150 staff support our Finance, Grants and Contracts, Legal, Information Technology, Human Resources, Facilities, Communications, Office of Research and Integrity, and Accounting departments. Staff in each department bring significant experience across a broad spectrum of funder and project types including federal, state, and district agencies; not-for-profit organizations; philanthropic; and private corporations. Our systems and practices meet standards set forth by the Office of Management of Budget, Department of Labor, Generally Accepted Accounting Principles (GAAP), Federal Acquisition Regulations (FAR), and state and local district specific regulatory requirements.

Governance and Board of Directors

WestEd is governed by a Board of Directors representing the western region’s four states and is directed by the agency’s Chief Executive Officer, Dr. Glen Harvey. The Board takes an active role in agency leadership and strategic planning and is composed of leaders from public and private education, business, and human services communities. WestEd’s commitment to diversity is reflected in our board. Each July, the External Relations Committee reviews the composition of the full WestEd Board to ensure that it is representative. At the July 2022 Board meeting, the Committee instructed staff to send a Composition Survey* to the Board with a request to provide demographic information. A summary of the demographic information from the completed surveys of the 50 Board members is below:

Race/Ethnicity	Responses
White	28
Black or African American	9
Latinx	7
Asian	2



American Indian or Alaska Native	2
Two or More Races/Ethnicities	1
Indigenous Hawaiian / Pacific Islander	1
Grand Total	50

Gender	Responses
Female	28
Male	22
Grand Total	50

*Adapted from United States Census of 2020

Corporate Facilities

WestEd's headquarters are located at 730 Harrison Street in San Francisco's South of Market area. Completed in 1987, this six-story office building is located immediately south of the Moscone Convention Center and is easily accessible to public transit, freeways, and downtown hotels. The space includes approximately 50,000 square feet currently occupied by over 180 staff, and four levels of underground parking available for staff and the public. In addition to offices and work areas, facilities include a publications office, a large board/training room, eight conference rooms, copier rooms, kitchens, and lounge areas.

WestEd's office in Seal Beach is located within a multi-tenant building and measures close to 20,000 square feet. As WestEd's largest SoCal office, it supports approximately 60 staff and includes reservable temporary offices, a 50 person meeting room that can be divided and two smaller meeting rooms suitable for 12 attendees.

WestEd has 11 other regional offices, located in Alameda, Camarillo, Palo Alto, Sacramento, and San Diego, CA; Eugene, OR; Phoenix, AZ; Boston, MA; Santa Fe, NM; Seattle, WA; and Washington, DC. These sites enable staff to be close to their clients in regions across the country.

Project Management and Oversight

Track Record and History of Successfully Completed Projects

From Fiscal Years 2018 through 2022, WestEd has carried out over 2,500 new contracts representing major contributions to the nation's R&D and TA resources, for an average of 502 new contracts per year. In FY 2023, the agency is expecting to operate on program funding of approximately \$235 million with contracts from federal, state, and local agencies; social service agencies; schools; philanthropies; and private industry companies. This variety of funding sources



provides a stable funding base and hence a stable organizational structure for carrying out the work of this proposal.

Through all of our work, we establish clear management structures and communication processes that ensure all staff know what is expected so that they can do their work productively and effectively. WestEd has several tools for planning, scheduling, budgeting, and reporting accomplishments to its funders. An example of client satisfaction is that WestEd has consecutively been awarded the Regional Educational Laboratory (REL) by the U.S. Department of Education since its inception in 1966. Numerous other national and regional centers have also been consecutively awarded — a testament to our ability to not only support the relevant agency, but to develop strong on-the-ground relationships with state education agencies and school districts and the early childhood and K–12 communities they serve.

Project Management

Over the past five years, WestEd has carried out almost 2,500 successful projects representing major contributions to the nation's R&D resources. At any given time, the agency has between 450 and 700 active contracts and grants. To ensure our effectiveness in overseeing this work, we have made significant staffing and systems investments to broaden and deepen our project management capacity. In addition, WestEd offers a variety of ongoing professional development opportunities directly related to project and program management, such as the Project Director Professional Development (PD²) initiative, which provides training to project directors throughout the agency on key project management functions. These efforts have distributed substantive knowledge on project and program methodology (e.g., project planning; issue and risk identification, assessment, and resolution; scope, timeline, and budget tracking; resource allocation; and definition of roles and responsibilities) throughout the organization, particularly with respect to best practices and industry standards for managing large, complex projects involving multiple teams and workgroups. We have made similar investments in technology systems. For example, we hold an agencywide license for Smartsheet, Box, and several other web-based project management and collaboration tools that facilitate setting up and developing project plans, sharing them with both internal and external team members, and communicating real-time updates.

Subcontractor Management

WestEd is well-versed in sound subcontractor management practices. Upon award of a project and the establishment of a subcontract detailing all task plans and subcontract arrangements, the project director reviews objectives, specific responsibilities, and benchmarks; establishes a regular reporting



and meeting schedule; and trains subcontractor staff on using secure cloud-based workflow monitoring tools. The project director also regularly reviews task deliverables and products. Subcontractors are asked to submit monthly status reports that comply with WestEd's quality control metrics. Subcontractor accountability is achieved through these measures and ongoing communication and regular review of subcontract invoices. Before authorizing payment, project directors review the progress achieved relative to the costs incurred. Should this review reveal that the subcontractor failed to comply with the contractual obligations, the project director first works with the subcontractor to assess and address the situation, and, if unresolved, notifies WestEd's Director of Administration and Finance, who has the authority to suspend payment until the problem is resolved.

Quality Assurance

WestEd's quality assurance process begins with the development of a project plan and continues through its completion, which often includes publishing and disseminating related products and reports. The first step is assembling a team with the appropriate mix of skills, including content and methodological expertise, and establishing a clear definition of the project scope and deadlines. To ensure quality and timeliness, we maintain ongoing and open communication among all parties (e.g., the Contracting Officer's Representative, grant program staff, project staff, subcontractors), paying close attention to ensuring timelines, managing staff, and using consistently implemented quality assurance procedures. Procedures for quality and fiscal control are built into each task to ensure quality, such as using secure project management software; developing timelines that allow for review of drafts by methodologists, content experts, representative users, and editors; and problem solving proactively to avoid potential issues. We use numerous reporting and consultation approaches to ensure ongoing collaboration and communication, including introductory and regularly scheduled meetings, secure online file-sharing software, summary notes, and progress reports.

Staffing and Staffing Supports

Staff Educational Attainment and Diversity

The agency currently employs over 900 regular professional, support, and administrative staff. Current WestEd employees hold over 400 advanced degrees, including 130+ doctorates in education and other fields such as psychology, sociology, public policy, statistics, and law. Most have years of experience in research, development, staff training, technical assistance, evaluation, and policy activities. Many members of the senior staff are known nationally for their work in their



fields. Their stature and achievements have been recognized by awards from professional organizations, placement on boards, and selection for high-profile advisory committees.

WestEd has a robust and active hiring process that plays a key role in attracting and retaining a variety of strong candidates/employees. This process helps WestEd in promoting equity and inclusion within our hiring process. With people being our greatest asset now and in the future, one of our organization's goals is to ensure that all employees are given equal opportunities for promotion. To that end, we have an open door communication policy where employees and managers are encouraged to and do speak about career progression and promotion opportunities. Our promotion process is based on merit selection principles rather than on seniority. WestEd also makes opportunities for advancement widely known through our internal posting process, which encourages all employees to apply for any open position for which they are qualified.

We are actively involved in developing and executing action-oriented programs designed to increase minority representation at all levels of the agency. We do this by routinely analyzing all positions and preparing written descriptions to accurately reflect position function and determine the knowledge, skills and abilities and other requirements necessary for adequate performance within any position. This level of review ensures that as an agency we do not use any selection techniques that can be improperly used to discriminate against minority groups or women and keeps our recruitment process free from potential discriminatory effects.

In 2022, 75% of our staff are female and 43% of our staff identify themselves as non-white or two or more races. This diversity is due in part to purposeful recruitment. Additionally, we met our organizational goal in 2021 to recruit at least 50% of new hires from diverse demographic groups. Nearly 300 of our 912 regular employees were hired since 12/1/2020 and 159 of those (53%) are from diverse demographic groups. WestEd is proud to have exceeded our diversity hiring goal in FY 2021.

Staff Recruitment, Retention and Continuity

WestEd has a strong track record of attracting well-qualified staff and experiences low turnover and high retention of staff. Our staff turnover rate from 2016-2020 was 8.5%. This is 28% lower than the national average for the same time period. In 2021, a year of massive change across all workforces, our turnover only went up slightly to 10%. WestEd's average length of tenure is 7.7 years with more than 35 percent of staff having 10 or more years of service. WestEd actively recruits, attracts and retains diverse teams, building on the communities we serve. WestEd jobs are highly sought after. For example, in FY 2021, WestEd hired 153 new employees from among nearly 13,000 applicants, and in the first part of 2022 we have hired 205 out of over 14,000 applicants (and 56% of applicants



were non-white). To strengthen our recruitment, WestEd's Director of Diversity, Equity and Inclusion regularly reviews organizational procedures and develops strategies focused on recruiting and retaining a diverse workforce and building an inclusive environment.

To promote continuity in the event of staff absence or turnover, WestEd has management training programs and cloud-based work-tracking systems for projects. In addition, our projects ensure continuity by storing key documents in the cloud using Box, as well as using Smartsheet to track projects, assign key roles to staff, and track staff progress in collecting data and developing deliverables. We find that a highly effective strategy for ensuring project continuity is to have personnel who have overlapping expertise to ensure that a qualified staff member can fill in. If someone on a project has unique expertise, we will proactively identify an internal or external expert of the same or higher level of experience to cover his or her role.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/28/2023

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 595 Market Street Suite 2100 San Francisco CA 94105 License#: 0D69293 WESTED0-01	CONTACT NAME: Angie Bray PHONE (A/C, No, Ext): 415-546-9300 E-MAIL ADDRESS: Angie_Bray@ajg.com		FAX (A/C, No): 415-536-8499
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED WestEd 730 Harrison Street, Suite 500 San Francisco CA 94107	INSURER A: ACE American Insurance Company		22667
	INSURER B: Travelers Casualty and Surety Co of America		31194
	INSURER C: Travelers Property Casualty Insurance Co		36161
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 1799552704 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		P6300K811371TIL23	11/30/2023	11/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA0L8073162343G	11/30/2023	11/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP3K9191522343	11/30/2023	11/30/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB0K7823582343G	11/30/2023	11/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Cyber/Professional Liability Retrodate: 5/7/2014			D95664416	11/30/2023	11/30/2024	Each Claim/ Aggregate Retention Pro/Cyber \$5M/\$5M \$50,000/\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Oakland Unified School District is included as additional insured as respects General Liability per attached endorsement where required by written contract.

CERTIFICATE HOLDER Oakland Unified School District Attn: Risk Management 1011 Union St, Suite 987 Oakland CA 94607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

OAKLAND UNIFIED SCHOOL DISTRICT
ATTN-RISK MANAGEMENT

Location And Description Of Completed Operations

OAKLAND

CA

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR SERVICE INDUSTRIES

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

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| <ul style="list-style-type: none"> A. Broadened Named Insured B. Blanket Additional Insured - Broad Form Vendors C. Damage To Premises Rented To You <ul style="list-style-type: none"> • Perils of fire, explosion, lightning, smoke, water • Limit increased to \$300,000 D. Blanket Waiver Of Subrogation E. Blanket Additional Insured - Owners, Managers Or Lessors Of Premises F. Blanket Additional Insured - Lessors Of Leased Equipment G. Incidental Medical Malpractice H. Personal Injury - Assumed By Contract | <ul style="list-style-type: none"> I. Amended Bodily Injury Definition J. Bodily Injury To Co-Employees And Co-Volunteer Workers K. Aircraft Chartered With Crew L. Non-Owned Watercraft - Increased From 25 Feet To 50 Feet M. Increased Supplementary Payments <ul style="list-style-type: none"> • Cost of bail bonds increased to \$2,500 • Loss of earnings increased to \$500 per day N. Knowledge And Notice Of Occurrence Or Offense O. Unintentional Omission P. Reasonable Force - Bodily Injury Or Property Damage |
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PROVISIONS

A. BROADENED NAMED INSURED

1. The following is added to **SECTION II - WHO IS AN INSURED**:
Any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy qualifies as a Named Insured. However, coverage for any such organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.
2. The following replaces Paragraph 4.a. of **SECTION II - WHO IS AN INSURED**:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless reported in writing to us within 180 days.

B. BLANKET ADDITIONAL INSURED - BROAD FORM VENDORS

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

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to pro

vide in the written contract or agreement, or the limits shown in the Declarations of this Coverage Part, whichever are less.

- b. The insurance provided to such vendor does not apply to:
 - (1) "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;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in "your products" made intentionally by such vendor;
 - (4) Repackaging, unless 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;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - (7) "Your 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 such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

C. DAMAGE TO PREMISES RENTED TO YOU

- 1. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions **c.** through **n.** do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to such damage to premises as described in Paragraph 6. of Section III - Limits Of Insurance.

This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

2. The following replaces Paragraph 6. of SECTION III - LIMITS OF INSURANCE:

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 temporarily occupied by you with permission of the owner, caused by fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; water; or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown on the Declarations of this Coverage Part for Damage To Premises Rented To You Limit.

3. The following replaces Paragraph **a.** of the definition of "insured contract" in the **DEFINITIONS** Section:

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 to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
- (2) Explosion;
- (3) Lightning;
- (4) Smoke resulting from such fire, explosion, or lightning; or
- (5) Water.

is not an "insured contract";

4. The following replaces Paragraph **4.b.(1)(b)** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

(b) That is insurance for premises rented to you, or temporarily occupied by you with the permission of the owner;

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

E. BLANKET ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES

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

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have signed and executed that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

- (1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

F. BLANKET ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT

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

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have

COMMERCIAL GENERAL LIABILITY

signed and executed that contract or agreement;
and

- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

G. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services" to a person.

2. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;
- c. First aid; or
- d. "Good Samaritan services".

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

3. The following is added to Paragraph **2.a.(1)** of **SECTION II - WHO IS AN INSURED:**

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to any "bodily injury" arising out of any providing or failing to provide "incidental medical services" by any of your "employees", other than an employed doctor. Any such "employees" providing or failing to provide "incidental medical services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

4. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to Paragraph **5.** of **SECTION III - LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in the providing or failing to provide "incidental medical services" to any one person will be considered one "occurrence".

6. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of **SECTION II - WHO IS AN INSURED.**

H. PERSONAL INJURY - ASSUMED BY CONTRACT

1. The following replaces Exclusion e., **Contractual Liability**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:**

e. Contractual Liability

"Personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) Liability for damages because of "personal injury" assumed in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. The following replaces the third sentence of Paragraph 2. of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

Notwithstanding the provisions of Paragraph

2. b.(2) of Section **I - Coverage A - Bodily Injury And Property Damage Liability** or Paragraph **2.e.** of Section **I - Coverage B - Personal and Advertising Injury Liability**, such payments will not be deemed to be damages because of "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

3. The following replaces Paragraph 2.d. of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

4. The following replaces the first subparagraph of Paragraph f. of the definition of "insured contract" in the **DEFINITIONS** Section:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

I. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

J. BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph **2.a.(1)** of **SECTION II - WHO IS AN INSURED:**

Paragraph **(1)(a)** above does not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

K. AIRCRAFT CHARTERED WITH CREW

The following is added to Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This exclusion does not apply to an aircraft that is:

COMMERCIAL GENERAL LIABILITY

- (a) Chartered with crew to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

L. NON-OWNED WATERCRAFT

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I - COVERAGES**

- **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

- (2) A watercraft you do not own that is:
 - (a) Fifty feet long or less; and
 - (b) Not being used to carry any person or property for a charge.
2. The following is added to Paragraph 2. of **SECTION II - WHO IS AN INSURED:**

Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

 - (1) Fifty feet long or less; and
 - (2) Not being used to carry any person or property for a charge.

M. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** of **SECTION I - COVERAGES:**
 - b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** of **SECTION I - COVERAGES:**
 - 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.

N. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II - Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) A trustee of any trust; or
 - (iv) An executive officer or director of any other organization;that is your partner, joint venture member, manager or trustee; or
 - (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described

in Paragraphs **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

O. UNINTENTIONAL OMISSION

The following is added to Paragraph **6.**, **Representations**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we

relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

P. REASONABLE FORCE - BODILY INJURY OR PROPERTY DAMAGE

The following replaces Exclusion **a.**, **Expected Or Intended Injury**, in Paragraph **2.** of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected or Intended Injury or Damage

"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 any person or property.