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Enactment Date	



# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Andrea Bustamante, Executive Director, Community Schools and Student Services Dept.  
Ali Metzler, Coordinator, Community School Leadership

**Board Meeting Date** November 14, 2018

**Subject** Memorandum of Understanding  
Contractor: Oakland Lacrosse Club  
Services For: Community Partnerships, Community Schools and Student Services Dept.

**Action Requested and Recommendation** Approval by the Board of Education of the Memorandum of Understanding between the District and Oakland Lacrosse Club, Oakland, CA, for the latter to provide a holistic program that includes lacrosse, leadership development, college and career exploration, academic support, and wellness education, at Bret Harte Middle School for the period of August 13, 2018 through May 31, 2021, at no cost to the District.

**Background**

*(Why do we need these services? Why have you selected this vendor?)*

The Oakland Lacrosse Club (OLC) is a youth based sports development program that aims to build self-confident youth from Oakland Public Schools that are empowered to shape their world. The program offers an array of services and enrichment activities for at-risk students. OLC eliminates barriers so that any player can participate. This includes providing the equipment and a donation based program so that a lack of finances does not prevent a student from participating. Additionally, Oakland Lacrosse provides camps over the summer focusing on college and career exploration, as well as nutrition classes focusing on how to fuel an athlete's body.

**Competitively Bid**

Was this contract competitively bid? No  
If no, exception: No fees to OUSD for services; In-kind partnership.

**Fiscal Impact**

Funding resource(s): No Fiscal Impact

**Attachments**

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

**MEMORANDUM OF UNDERSTANDING, NO COST TO OAKLAND UNIFIED  
SCHOOL DISTRICT**

**I. Parties**

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between Oakland Unified School District ("OUSD") and \_\_\_Oakland Lacrosse Club\_\_\_\_\_ [CONTRACTOR—name of your organization].

WHEREAS, the CONTRACTOR's services or program described in this MOU will be provided at no cost to OUSD (or students or parents unless otherwise agreed upon by both parties); and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said program(s) selected in Section II of the MOU.

**II. Site Name(s)**

Unless otherwise further agreed to in writing by the parties, the School Sites governed by this MOU are the following (attach separate document if more space is needed):

\_\_\_\_\_Bret Harte Middle \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**III. CONTRACTOR Responsibilities/Scope of Services**

A. Provide a description of the services that your program(s) will be providing to OUSD. Please be specific by answering all of the following questions.

1. A detailed description of the type of services your program(s) will provide to OUSD (reference Exhibit A: Scope of Work)
2. A description of your organization and relevant experience (reference Exhibit B: Statement of Qualifications)
3. Please disclose all costs to parents or students (if applicable). If no such costs, leave blank or write "N/A."

\_\_\_\_\_N/A\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

- Ensure a high quality instructional core
- Develop social, emotional and physical health
- Create equitable opportunities for learning
- High quality and effective instruction
- Prepare students for success in college and careers
- Safe, healthy and supportive schools
- Accountable for quality
- Full service community schools district

**B. Ensure that all CONTRACTOR personnel, including subcontractors, will comply with any policy and systems in place at OUSD and School(s). This includes, but is not limited to the following:**

- 1. Drug and Smoke Free—No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs at these School(s).**
- 2. Anti-Discrimination—It is the policy of OUSD that in connection with CONTRACTOR's services under this MOU there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, age, or other legally protected class. Therefore, the CONTRACTOR agrees to comply with all applicable Federal and California laws.**
- 3. Conflict of Interest—CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alert OUSD in writing if and when a potential conflict arises.**
- 4. Family Education Rights and Privacy Act—CONTRACTOR shall observe all District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records. A separate Data Sharing Agreement is required if CONTRACTOR seeks identifiable student information.**

**C. Tuberculosis Screening: CONTRACTOR is required to screen employees and agents who will be present at OUSD sites during the current school year. CONTRACTOR affirms that each person has current proof of negative TB testing on file and TB results are monitored. Please see Section IV for the relevant documentation that is required.**

**D. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under**

**this MOU. CONTRACTOR certifies its compliance with these provisions as follows:**

**CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with**

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OUSD pupils in the course of providing services pursuant to the MOU, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1.

CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this MOU. [Please see Section IV for the relevant documentation that is required.]

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

#### **E. Insurance**

1. **General Liability:** EITHER (a) CONTRACTOR maintains general liability insurance that names OUSD as an additional insured, for operations, students, volunteers, and personnel at location where CONTRACTOR provides programs/services with at least \$1 Million in coverage, and furnish certificate of said insurance to OUSD OR (b) CONTRACTOR is not required to maintain general liability insurance under this MOU if the Risk Management Officer signs a waiver of insurance. Please see Section IV for the relevant documentation that is required.

2. **Workers' Compensation:** If CONTRACTOR employs any person to perform work in connection with this MOU, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and federal laws, when applicable. The CONTRACTORS' Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Please see Section IV for the relevant documentation that is required.

Check one of the boxes below:

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

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

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

**G. Confidentiality**—CONTRACTOR shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the

**express written consent of OUSD. CONTRACTOR will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so**

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long as there is no information from which the identity of any student in the CONTRACTOR's program as a participant could be made.

H. Register With/Update Provider Database—In order to maintain accurate up-to-date information on the services provided, Contractor shall register in OUSD's provider database, update schools of operation prior to commencing services during subsequent school years, and update during the current school year when Contractor's schools of operation change.

#### **IV. Required Documents**

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

##### **A. TB and Fingerprinting Clearance**

###### **Contractor (Individual):**

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

###### **Contractor (Agency):**

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

##### **B. Insurance**

###### **Contractor (Individual/Agency):**

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

#### **V. Responsibilities of Oakland Unified School District**

A. Space—Provide a suitable classroom or space at the participating School(s), to be agreed upon by School(s) and the CONTRACTOR.

B. Janitorial Service—Provide necessary services to maintain this space, which may include janitorial services, maintenance, utilities, and technology support.

#### **VI. Duration**

This MOU is for the \_\_\_\_\_ 8/13/2018\_ -- \_\_\_\_\_ 5/31/2021\_\_\_\_\_ period.

[Insert mm/dd/year] [Insert mm/dd/year]

## **VII. Termination**

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

## **VIII. Defense/Indemnity/Hold Harmless**

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

## **IX. Jurisdiction**

This MOU shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court or the United States District Court for the Northern District of California shall have jurisdiction over any civil action arising out of or relating to this MOU.

## **X. Notices**

Any notice provided for in this MOU shall be in writing and effective upon receipt at the address set forth below in this section, delivered by any of the following means: personal delivery; certified U.S. mail, return receipt requested; or electronic mail. Either party may change the addresses below by giving notice of such change pursuant to this section.

### **DISTRICT**

Contact: Marion McWilliams Title: General Counsel Address: Office of the General Counsel

1000 Broadway, Suite 680 Oakland, CA 94607 Phone: 510-879-8535 Fax: 510-879-4046 Email:  
marion.mcwilliams@ousd.org

### **CONTRACTOR**

Contact: Kevin Kelley Title: Executive Director

Address: 1970 Broadway Suite 920 Oakland, CA 94612\_\_\_\_\_

Phone: 415-6131525\_\_\_\_\_ E-mail: kevin@oaklandlacrosse.org\_\_\_\_\_

OUSD Sponsoring School/Department: Bret Harte Middle School

## **XI. Liability**

Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.

## **XII. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**



**CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation**

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Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

### **XIII. Integration and Modification**

This MOU constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This MOU may be amended or modified only in writing, signed by both Parties.

### **XIV. Assignment**

The rights and obligations of the each Party under this MOU shall not be assigned without the express prior written consent of the other Party.

### **XV. Waiver**

No delay or omission by either Party in exercising any right under this MOU shall operate as a waiver of that or any other right provided for in this MOU.

### **XVI. No Rights in Third Parties**

This MOU does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

### **XVII. Counterparts**

This MOU and all amendments and modifications to it may be executed in counterparts, and all counterparts together shall be construed as one document.

### **XVIII. Intellectual Property**

During the term of this MOU, any works created by or inventions of Contractor, his agents or employees, within the scope of the work contracted herein shall belong to the District together with all associated copy rights and patents. Contractor shall not publish any aspect of the work performed hereunder without prior written consent of the District.

### **XIX. Relationship of Parties**

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

**XX. Signature Authority**

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

**XXI. Incorporation of Recitals and Exhibits**

The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR 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.


**XXII. Public Document**

This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

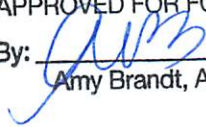
IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

**OAKLAND UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
President, Board of Education Date (mm/dd/year) Superintendent Chief or Deputy Chief  
\_\_\_\_\_  
Secretary, Board of Education Date (mm/dd/year)

**CONTRACTOR**  
  
\_\_\_\_\_  
Contractor Signature Date (mm/dd/year)  
\_\_\_\_\_  
Kevin Kelley Executive Director \_\_\_\_\_ Print Name, Title

Form approved by OUSD General Counsel for 2017-18 FY  
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OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the General Counsel  
APPROVED FOR FORM & SUBSTANCE  
By:   
\_\_\_\_\_  
Amy Brandt, Attorney at Law  
10.18.18

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

## EXHIBIT "A" SCOPE OF WORK

**Description of Services to be Provided and Specific Expected Outcomes:** Highlight each program that you provide to OUSD. Attach a separate document if more space is needed.

The Oakland Lacrosse Club is a youth based sports development program that aims to build self confident youth from Oakland Public Schools that are empowered to shape their world. We achieve our mission by implementing a holistic program that includes lacrosse, leadership development, college and career exploration, academic support, and wellness education. Our program eliminates barriers so that any player can participate. This includes providing the equipment and a donation based program so that a lack of finances does not prevent a student from participating. Additionally, Oakland Lacrosse provides various enrichment opportunities. This includes camps over the summer focusing on college and career exploration as well as nutrition classes focusing on how to fuel an athlete's body. Our goal for 2019 is to have 140 middle school students and 50 high school students participate in our program.

## **EXHIBIT "B" STATEMENT OF QUALIFICATIONS**

**Description of Organization and Relevant Experience:** For individual consultants, a résumé will suffice. Attach a separate document if more space is needed.

The Oakland Lacrosse Club (OLC) was created in July 2012 to eliminate barriers that prevent youth in Oakland Public Schools from playing this fast growing sport and to provide a comprehensive program that addresses the whole child. Students we serve represent the rich mix of Oakland's racial/ethnic communities. Of those engaged to date by our program, 40% are African-American, 29% are Latino, 15% are mixed, 11% are Asian, and 5% are European-American with Seventy-one (71%) percent qualified for reduced lunch. With a mission to support Oakland Public School students in becoming healthy, confident, and self empowered youth who effectively navigate systems, overcome challenges, and achieve their education, and life goals. Our program offers a comprehensive array of services and enrichment activities for at-risk middle school students in the Oakland Unified School District (OUSD).

Since our founding we have served over 3,000 students through our outreach program, engaging them in physical exercise and introducing them to lacrosse to diversify their schools' athletic program opportunities. We have grown our team program from 40 to 85 year-round participants. At the end of the 2017-18 academic year average daily attendance rates for all students was 78%. Our program retention rate was 73% just slightly down from 78% the previous year. In the 2014-15 and 2015-16 program years, over half of our players who completed a survey demonstrated improvements in their self-confidence and reported eating healthier.

### **Program Leadership:**

**Kevin Kelley:** Kevin is the founder and Executive Director of Oakland Lacrosse. Prior to founding the OLC, Kevin worked for ten years in the non-profit education field. From 2004-2012, he worked at the Making Waves Education Program as the coordinator of the Reading and Writing Empowerment program as well as a Project Coordinator. In 2011, Kevin earned his Masters in Organization and Leadership from the University of San Francisco. Kevin has coached all levels of lacrosse ranging from youth to most recently her served as the Assistant Coach for Uc Berkeley Men's Lacrosse Club team.

**Allison Ambrozy:** With a decade of Youth Development and lacrosse experience in the Bay Area, Allison brings a wealth of experience and energy to the Oakland Lacrosse Club. Most recently Allison worked as the Director of Camp and Summer programming for the Presidio YMCA. Previously, Allison worked as a Program Director for the Boys and Girls Club of the Peninsula and as a Site Coordinator at the Magic Zone in San Francisco. Allison played lacrosse at UPENN, leading her team to the national finals for two consecutive years.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/4/2018

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).

<b>PRODUCER</b> Alliant Insurance Services, Inc. CA License No. 0C36861 100 Pine Street, 11th floor San Francisco CA 94111	<b>CONTACT NAME:</b> Phuntsok Gaphel <b>PHONE (A/C, No, Ext):</b> 415-403-1447 <b>E-MAIL ADDRESS:</b> pgaphel@alliant.com	<b>FAX (A/C, No):</b> 415-874-4812
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Oakland Lacrosse Club 1970 Broadway Ste 920 Oakland CA 94612	<b>INSURER A:</b> Philadelphia Indemnity Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	


<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> 1788654132	<b>REVISION NUMBER:</b>
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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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1818765	6/30/2018	6/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Not Covered PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
As respects Memorandum of Understanding between the Oakland Unified School District and the Named Insured, Oakland Unified School District (OUSD) is added as an additional Insured but only as it pertains to operations of the Named Insured per attached endorsement.

Subject to policy terms, conditions and exclusions.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District Attention: Risk Management 1000 Broadway Suite 440 Oakland CA 94607	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

Oakland Unified School District

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

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.