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# 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: Brothers on the Rise  
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 Brothers on the Rise, Oakland, CA, for the latter to provide youth development programming through kinesthetic and project-based learning, as well using technology; the program's five core modalities are responsible manhood training, media literacy, arts & education, sportsmanship and outdoor education, at Allendale, East Oakland Pride, La Escuelita and Reach Academy Elementary Schools for the period of August 1, 2018 through June 30, 2021, at no cost to the District.

**Background**  
*(Why do we need these services? Why have you selected this vendor?)* Through Brothers on the Rise direct service programming, students improve personally and academically. Core outcomes focus on resiliency attributes including increased confidence, conflict resolution and coping skills. Through capacity building services, program builds cultural competence for school staff to better serve male youth of color, helps develop each aspect of the community school to be more responsive to this population's needs, and ultimately empowers the youth to succeed.

**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
- Clearance Letter

**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 Brothers on the Rise  
[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):

La Escuelita School

Reach Academy

Allendale Elementary School

East Oakland Pride Elementary School

**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.”

1. Facilitate sessions that will include lessons that are tied to gender, developmentally and grade appropriate content.

2. Brothers on the Rise is a dual direct service-systems change organization which responsibly empowers male youth to achieve individual success, develop healthy relationships and contribute to a more just and equitable society.

3. 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

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

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 08/01/2018 -- 06/30/2021 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: Daniel Vasquez  
Title: Executive Director  
Address: 2700 International Blvd. Ste. 30  
Oakland, CA 94601  
Phone: 510-559-1590 x.101  
E-mail: daniel@brothersontherise.org

OUSD Sponsoring School/Department: CSSS EXPANDED LEARNING

**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

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.

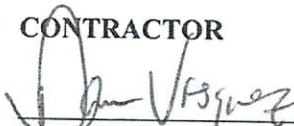
IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

**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

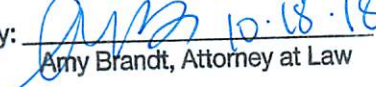
08/20/2018  
Date (mm/dd/year)

Daniel Vasquez, Executive Director  
\_\_\_\_\_  
Print Name, Title

Form approved by OUSD General Counsel for 2017-18  
FY

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the General Counsel

APPROVED FOR FORM & SUBSTANCE

By:  10.18.18  
Amy Brandt, Attorney at Law

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.

Brothers on the Rise will facilitate our Brothers, UNITE! youth development programming. The program's five core modalities are responsible manhood training, media literacy, arts & education, sportsmanship and outdoor education. All are delivered through a fun, empowering, youth development framework using methods proven effective for males. These include kinesthetic and project-based learning, as well as using technology, which results in amazing digital stories, music videos, short films and public service announcements. During outside play, we build skills in popular sports like basketball and soccer, and provide access to tennis, golf and sailing. We also review problem solving on the playing field, where conflicts can escalate. Other Brothers, UNITE! daily activities include grounding using mindfulness, meditation and yoga, and a therapeutic check-in to address challenges and offer mutual support. Opening rituals provide culturally-based methods of honoring, grieving and learning, including from ancient proverbs and modern music. Closing rituals provide a chance to reflect and apply learning, celebrate progress, man-up for mistakes and appreciate others.

## **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.

In May 2008, BOTR began providing services to address multiple challenges that disproportionately affect low-income boys and young men of color (BYMOC) in Oakland, CA. These challenges include high levels of exposure to substance abuse and violence, and high rates of high school dropout, unemployment, incarceration and death by homicide.

For seven years, BOTR was fiscally sponsored by the San Francisco Study Center. In 2016, BOTR became a fully independent 501(c)(3) nonprofit organization.

BOTR was established because of the need for an organization exclusively focused on developing gender responsive and culturally appropriate programs for male youth of color. BOTR has been able to focus on helping male youth of color survive and thrive. From its initial school site and direct service focus, we have grown to directly serve over 150 youth annually across multiple school and parks sites. We now impact thousands more through training and technical assistance provided to Bay Area schools and agencies, empowering youth workers with best practices developed by BOTR and other field leaders.

Together with parents, teachers and providers, we raise boys into responsible, peaceful, caring and productive young men. Our preventive pipeline programs guide males aged 8-17 along a path to academic, personal and professional success through our core suite of programs. Our preventative programming helps reduce levels of substance abuse and other high-risk behaviors, while helping male youth already affected heal from, cope with, and succeed in spite of past exposure.

Seventy-five percent of youth we serve show improvements in resiliency attributes of confidence, conflict resolution, coping skills, leadership and understanding of responsible manhood; 100% of the youth we work with graduate from high school. We retain 75% of young men serving as peer mentors or in paid internships. BOTR was named a model prevention project by the National Council on Crime and Delinquency. An independent evaluation conducted by Social Policy Research Associates placed us in the highest designation of a "thriving" youth development initiative. BOTR received the 2013 National Philanthropy Day Vineyards Award.

Multiple studies, including a comprehensive evidence-based data report, "Preventing Youth Violence: Opportunities for Action" (2014, CDC) identify factors that improve physical and mental health. They include building skills to choose safe behaviors; creating positive relationships with caring adults; activities that foster social connectedness; and promoting economic opportunities.

No other Bay Area organization provides BOTR' s unique model of nature-based positive male rites of passage program coupled with outdoor excursions and environmental/community benefit career support. By connecting youth with outdoor activities including hiking, camping, boating and cycling, we help heal and prevent trauma-based negative health and behavior outcomes. Outdoor campfire story sharing, culturally-grounded story-telling traditions and professional counseling provides youth with opportunities to heal. Paid internships with partners such as City of Oakland Parks and Recreation, Bay Area Wilderness Training and East Bay Regional Parks foster environmental careers pathways.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SIGNATURE GENERAL LIABILITY BROADENING ENDORSEMENT**

This Endorsement modifies and is subject to the insurance provided under the following form:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following extension only applies in the event that no other specific coverage for the indicated loss exposure is provided under this Policy. If other specific coverage applies, the terms, conditions and limits of that Coverage are the exclusive coverage applicable under this Policy, unless otherwise noted in this Endorsement. This is a summary of the various additional coverages and coverage modifications provided by this Endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage Description	Limit of Insurance	Page
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock	Included	3
Medical Payments	\$ 20,000	3
Damage to Premises Rented to You	\$ 1,000,000	3
Supplementary Payments - Bail Bonds	\$ 3,000	4
Supplementary Payments - Loss of Earnings	\$ 1,000 per day	4
Newly Formed or Acquired Organizations	Included	4
Unintentional Failure to Disclose Hazards	Included	5
Knowledge of Occurrence, Claim or Suit	Included	5
Property Damage Liability - Elevators	Included	5
Property Damage Liability - Borrowed Equipment	Included	5
Liberalization Clause	Included	6
Amendment of Pollution Exclusion (Premises)	Included	6
Limited Property Damage to Property of Others	\$ 5,000	6
Additional Insured - Manager or Lessor of Premises	Included	7

Coverage Description	Limit of Insurance	Page
Additional Insured - Funding Sources	Included	7
Additional Insured - By Contract	Included	8
Primary and Non-Contributory Additional Insured Extension	Included	10
Additional Insureds - Protection of Your Limits	Included	10
Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)	Included	11
Property Damage Extension With Voluntary Payments	\$ 1,000/\$ 5,000	11
Who Is An Insured - Fellow Employee Extension - Management Employees	Included	12
Broadened Personal and Advertising Injury	Included	12

**A. Non-Owned Aircraft**

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, exclusion g. Aircraft, Auto or Watercraft does not apply to an aircraft provided:

1. it is not owned by any insured;
2. it is hired, chartered or loaned with a trained paid crew;
3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

**B. Non-Owned Watercraft**

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, subparagraph (2) of exclusion g. Aircraft, Auto or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) less than 60 feet long; and

- a. your premises; or
- b. "your work" for such additional insured; or
- c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

- a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- b. The insurance afforded to the Additional Insured only applies to the extent permitted by law
- c. 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.
- d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

**Q. Additional Insureds - By Contract**

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:

- a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or
- b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- c. the Additional Insureds financial control of you; or
- d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

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 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 such additional insured.

With respect to paragraph 1.a. above, a person's or organization's status as an additional insured under this Endorsement ends when:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to paragraph 1.b. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph b. of Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION.**

2. With respect to the insurance provided by this Endorsement, the following are added to paragraph 2. **Exclusions under SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.
- b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
  - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- c. "Bodily injury" or "property damage" occurring after:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



- d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.
3. 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:

- a. required by the contract or agreement; or
- b. 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.

**R. Primary and Non-Contributory Additional Insured Extension**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition 4. Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to paragraph a. **Primary Insurance:**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) the Additional Insured is a named insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

- b. The following is added to paragraph b. **Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

**S. Additional Insureds - Protection of Your Limits**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

1. The following is added to Condition 2. **Duties In the Event of Occurrence, Offense, Claim or Suit:**

An additional insured under this Endorsement will as soon as practicable:



**Developing Boys Into Men**

**Strengthening Systems**

**Building a Movement**

September 20, 2018

Oakland Unified School District  
1000 Broadway, Suite 150  
Oakland, CA 94607

To OUSD,

This letter is to confirm that all program personnel entering schools and/or interacting with students are screened for TB and their fingerprints are cleared by CA DOJ/FBI with subsequent arrest notifications.

BOTR personnel include;

Cesar Barragan  
Martin Diaz  
Sergio Gonzalez  
Orlando Gushoney  
Alejandro Jerez  
Mike Lewis  
Fitzgerald L. Morris  
Daniel Vasquez

If any further information is needed please contact Daniel Vasquez, Executive Director, at 510-559-1590 x.101.

In partnership,

A handwritten signature in black ink that reads "Daniel Vasquez". The signature is fluid and cursive, with the first name being more prominent.

Daniel Vasquez  
Executive Director

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : brothers\* on the\* rise\***  
**Record Status: Active**

**No Search Results**