

Board Office Use: Legislative File Info.	
File ID Number	16-0541
Introduction Date	4-13-16
Enactment Number	16-0528
Enactment Date	4/13/16



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

# Memo

**To** Board of Education  
**From** Antwan Wilson, Superintendent

**Board Meeting  
Date**

*(To be completed by  
Procurement)*

**Subject** Memorandum of Agreement - Girls, Inc. - (contractor) - Community Partnerships - 922/Community Schools and Student Services Department (site/department)

**Action Requested** Approval of a Memorandum of Agreement between the Oakland Unified School District and Girls, Inc., Oakland, CA, to be primarily provided via the Community Schools and Student Services Department for the period of July 1, 2015 through June 30, 2017.

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

The Full Service Community Schools Task Force recommended that OUSD create a Community Partnerships Workgroup. This Workgroup was charged with developing systems to more effectively and transparently manage district-partner and site-partner relationships. The Workgroup, composed of representatives from community-based organizations and OUSD staff, has been meeting since October of 2012. The group initially focused its efforts on developing systems and tools to make partnerships more intentional, and to better set site and partner(s) up for success. That work is now in the early stages of being piloted at a number of school sites. The Workgroup then went through a process to determine which additional topics it wanted to take on. Data and data sharing consistently rose to the top as an issue that affects virtually all partners and school sites as currently, there is no process in place to share OUSD's student-level data with partners, nor is there a way for the district or school to access partners' data about the students they serve. Without a two-way data sharing process in place, it is difficult to understand the impact partners' programming has on students. This agreement details the steps and procedures to open up student-level data sharing between OUSD and community partners by collecting parental consent to release a copy of the Comprehensive Student Data Roster to partners stripped of the information of students who don't have consent or those who don't participate in partner programs. OUSD will only share confidential information where a student's parent or guardian has provided prior written consent for OUSD to share confidential information to Girls, Inc.

**Discussion**  
*One paragraph  
summary of the  
scope of work.*

Approval by the Board of Education of a Memorandum of Agreement between the District and Girls, Inc., Oakland, CA, for the latter as a community partner to work with OUSD to share defined information and data to improve its program and tailor instruction to the learning needs of particular students; follow procedures to access student-level data sharing between OUSD and community partners by collecting parental consent to release a copy of the Comprehensive Student Data Roster for the Community Schools and Student Services Department for the period of July 1, 2015 through June 30, 2017, at no cost to the District.



# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

**Recommendation**      Approval of a Memorandum of Agreement between Oakland Unified School District and Girls, Inc. Contractual services to be provided by the Community Schools and Student Services Department for the period of July 1, 2015 through June 30, 2017.

**Fiscal Impact**      Funding resource name (please spell out): No Fiscal Impact

**Attachments**      Memorandum of Agreement  
Certificate of Insurance  
Statement of Qualifications



# CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office  
With Every Consent Agenda Contract.**

**Legislative File ID No.** 16-0541

**Department:** 922/Community Schools and Student Services Department

**Vendor Name:** Girls, Incorporated

**Contract Term:** Start Date: July 1, 2015 End Date: June 30, 2017

**Annual Cost:** \$ 0.00 - No Fiscal Impact

**Approved by:** Andrea Bustamante, Curtiss Sarikey

**Is Vendor a local Oakland business?** Yes  No

**Why was this Vendor selected?**

The Full Service Community Schools Task Force recommended that OUSD create a Community Partnerships Workgroup, composed of representatives from community-based organizations and OUSD staff. Data and data sharing consistently rose to the top as an issue that affects virtually all partners and school sites as currently, there is no process in place to share OUSD's student-level data with partners, nor is there a way for the district or school to access partners' data about the students they serve. Without a two-way data sharing process in place, it is difficult to understand the impact partners' programming has on students. This agreement details the steps and procedures to open up student-level data sharing between OUSD and community partners by collecting parental consent to release a copy of the Comprehensive Student Data Roster to partners stripped of the information of students who don't have consent or those who don't participate in partner programs. OUSD will only share confidential information where a student's parent or guardian has provided prior written consent for OUSD to share confidential information to Girls, Inc.

**Summarize the services this Vendor will be providing.**

As a community partner, Girls, Inc., will work with OUSD to share defined information and data to improve its program and tailor instruction to the learning needs of particular students; follow procedures to access student-level data sharing between OUSD and community partners by collecting parental consent to release a copy of the Comprehensive Student Data Roster.

**Was this contract competitively bid?** Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

Not applicable - no fiscal impact



2) Please check the competitive bid exception relied upon:

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

**AGREEMENT FOR CONFIDENTIAL DATA EXCHANGE BETWEEN  
OAKLAND UNIFIED SCHOOL DISTRICT AND  
GIRLS INC**

This Data Exchange and Confidentiality Agreement ("Agreement") between Oakland Unified School District (hereinafter referred to as OUSD) and Girls Inc describes the means to be used by Girls Inc to ensure the confidentiality and security of information and data exchanged between OUSD and Girls Inc for the purposes stated below

**I. GENERAL TERMS**

**A. PURPOSE**

Girls Inc provides after-school enrichment programs on several OUSD campuses, including EnCompass Academy, International Community School, Think College Now, Community United Elementary School, Alliance Academy, Elmhurst Community Prep, Horace Mann Elementary and ACORN Woodland Elementary School. Under this agreement, OUSD will share defined information and data (defined herein) to Girls Inc in order for Girls Inc to improve its program and tailor instruction to the learning needs of particular students. OUSD will only share confidential information where a student's parent or guardian has provided prior written consent for OUSD to share confidential information to Girls Inc

**B. NATURE OF DATA**

To further the achievement of the above stated purpose, OUSD will, at its discretion, provide Girls Inc with data extracts from the OUSD data systems to include data elements identified in **Attachment A**

These data are expected to contain confidential information, the disclosure of which is restricted by a provision of law. Some examples of "confidential information" include, but are not limited to, "personal information" about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act and "personal information" about students as defined by the Code of Federal Regulations CFR Title 34 Volume 1 Part 99.3.

**C. TRANSFER OF DATA**

OUSD and Girls Inc shall use OUSD's means and schedule for transferring confidential information

OUSD will not share confidential information pertaining to any particular student with Girls Inc unless and until the parent/guardian of each student provides prior written consent for OUSD to release confidential information to Girls Inc.

Confidential information will never be e-mailed by OUSD or Girls Inc whether in aggregate or individual form

Confidential information may only be shared via a password-protected, encrypted document via OUSD's official Google Apps Drive or through another method approved by OUSD



Technology. Girls Inc may only gain access to the document on the Google Drive via the organization's official e-mail addresses

Girls Inc may not move, transmit, or copy files from the secure folder.

#### **D. PERIOD OF AGREEMENT**

This Agreement shall be effective from July 1, 2015 until June 30, 2017

#### **E. Girls Inc RESPONSIBILITIES**

Girls Inc agrees to the following confidentiality statements:

1. Girls Inc acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and comply with all applicable confidentiality laws, which may include but are not limited to, the Health Insurance Portability and Accountability Act (HIPAA), the California Education Code and the Family Education Rights and Privacy Act (FERPA) as set forth in this agreement. Girls Inc is responsible for complying with all District, Local, State and Federal confidentiality applicable laws and regulations.
2. Girls Inc will only access the confidential information of those students whose parents/guardians have given prior written consent for the release of such information to Girls Inc. Girls Inc will immediately notify OUSD if it mistakenly gains access to other confidential information.
3. Girls Inc will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
4. Girls Inc will grant access only to staff members who need access in order to further the purpose of this agreement.
5. Girls Inc shall (a) instruct all staff with access to confidential information about the requirements for handling confidential information and (b) notify staff of the sanctions against unauthorized disclosure or use of confidential and private information.
6. Girls Inc shall not assign this Agreement or any portion thereof to a third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
7. Girls Inc will not use or further disclose the information accessed or received other than as permitted by this Data Use Agreement or as otherwise required by law.
8. Girls Inc will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual. This paragraph will survive the termination of this Agreement.

9. Girls Inc agrees to obtain written approval from OUSD prior to engaging any subcontractors to perform any services requiring access to any individually identifiable information.
10. Girls Inc shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations.
11. Girls Inc shall use the data only for the purpose stated above. These data shall not be used for personal gain or profit.
12. Girls Inc shall only access the data furnished by OUSD in the secure location maintained by OUSD and shall take reasonable steps to prevent unauthorized access to it. Girls Inc shall not transfer the data to another electronic location. Girls Inc will not print or make hard copies of the data sets.
13. Girls Inc shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.
14. Girls Inc shall destroy all confidential information when it is no longer needed or in use.

#### **F. TERMINATION**

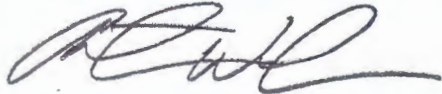
1. This Agreement may be terminated by OUSD without notice.
2. Upon ninety (90) days written notice from OUSD, Girls Inc shall delete all confidential and/or sensitive information promptly so that it is no longer accessible for analysis or use. In the absence of such notice, Girls Inc may continue to use such data for research, education or related purposes.

#### **G. GENERAL UNDERSTANDING**

1. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.
2. This Agreement shall be governed by and construed under the laws of the State of California.
3. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.


Signed

**FOR OAKLAND UNIFIED SCHOOL DISTRICT**



Antwan Wilson, Superintendent


4/14/16  
Date

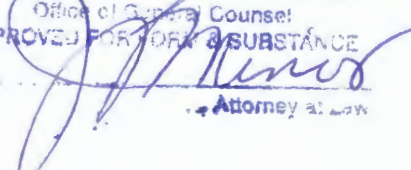
  
4/14/16  
James Harris  
President, Board of Education

Girls Inc

  
Girls Inc

7.16.15  
Date

  
3/8/2016

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE  
By:   
Attorney at Law

File ID Number: 16-0541  
Introduction Date: 4/13/16  
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By: ES

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



## ATTACHMENT A: SPECIFIC DATA ELEMENTS

- 1) Period teachers
- 2) Grade
- 3) Ethnicity
- 4) Gender
- 5) School Enter Date
- 6) Special Ed Flag
- 7) Home Language
- 8) English Fluency
- 9) Attendance
- 10) District literacy benchmarks, including SRI, DIBELS, DRA and F&P
- 11) District math benchmarks
- 12) CELDT
- 13) 2012-13 CST
- 14) SBAC
- 15) Period Grades (middle and high)
- 16) GPA (middle and high)
- 17) Early Warning English Math Fail (middle and high)





INSURED: Girls Inc of Alameda County

POLICY #: PHPK1359686

POLICY PERIOD: 07/01/2015

TO 07/01/2016

PI-GLD-HS (10/11)

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

**GENERAL LIABILITY DELUXE ENDORSEMENT:  
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10



Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

**A. Extended Property Damage**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a.** is deleted in its entirety and replaced by the following:

**a. Expected or Intended Injury**

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

**B. Limited Rental Lease Agreement Contractual Liability**

**SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph b. Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

**C. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

**D. Damage to Property You Own, Rent or Occupy**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**

**LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

**E. Damage to Premises Rented to You**

- 1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;** is deleted in its entirety and replaced by the following:

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

- b. **SECTION III – LIMITS OF INSURANCE, Paragraph 6.** is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS, Paragraph 9.a.,** is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

- 2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

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

- 3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:



- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

#### F. HIPAA

**SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** is amended as follows:

1. Paragraph 1. **Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. **Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.



**G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
  - a. \$20,000; or
  - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, a. (3) (b)** is deleted in its entirety and replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident.

**H. Athletic Activities**

**SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. Exclusions, Paragraph e. Athletic Activities** is deleted in its entirety and replaced with the following:

**e. Athletic Activities**

To a person injured while taking part in athletics.

**I. Supplementary Payments**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. b. Up to \$5000 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.

1.d. is deleted in its entirety and replaced by the following:

1. 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 \$1,000 a day because of time off from work.

**J. Employee Indemnification Defense Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

**K. Key and Lock Replacement – Janitorial Services Client Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

**L. Additional Insureds**

**SECTION II – WHO IS AN INSURED** is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this



Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
  - (1) Their financial control of you; or
  - (2) Premises they own, maintain or control while you lease or occupy these premises.

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

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place 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 that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or



organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
  - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
  
- i. **Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
  - (1) The insurance afforded the vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by the vendor;
    - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf;in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) 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 by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) 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.



m. **State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
  - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

**M. Duties in the Event of Occurrence, Claim or Suit**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**N. Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**O. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, 8. Transfer of Rights of

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**P. Liberalization**

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

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

**Q. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

**R. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;



- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

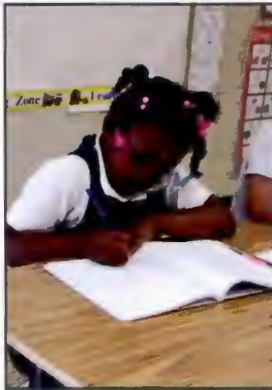
The above does not apply to fines or penalties imposed because of discrimination.

## ***GIRLStart Literacy Program: Inspiring every girl to learn to read and reach her full potential!***

**GIRLStart (grades K-3)**, is an afterschool literacy program that helps girls develop reading and writing skills, and includes components addressing fitness, social and behavioral skills to give girls a strong literacy foundation for their school years and beyond. The curriculum provides opportunities for girls to regularly exercise their reading, writing, speaking and listening skills, empowering them to take ownership of their learning.

### Why girls need GIRLStart:

- ⇒ Children who do not read at grade level by 3rd grade struggle to catch up in school and are at significantly greater risk of dropping out before graduation.
- ⇒ Based on the performance of the schools' students in reading levels, the schools where GIRLStart is offered are ranked among the lowest 40% of schools in the state.



### Success!:

Evaluation results from the 2012-2013 program year:

- ⇒ K, 1<sup>st</sup>, and 3rd grade girls showed accelerated growth in reading, language and comprehension with 89% of girls making literacy gains as measured by DIBELS.
- ⇒ 95% of GIRLStart participants improved their literacy and spelling skills by one or more years.

### Program Highlights:

**Literacy Skill Building:** staff structure activities focused on literacy skill development, independent reading, spelling, and art. The goal of the centers is to support each girl individually, maximizing her strengths and providing her with new learning strategies in the areas in which she needs improvement.

**Homework Assistance:** girls work on their homework with the help of staff and volunteers.

**Steppingstones** enables young girls to learn about nutrition and fitness in a supportive environment, while building strength, flexibility and coordination.

**Field Trips** offer girls the opportunity to take advantage of Bay Area community resources and learning opportunities.

**Family Strengthening** remains an important part of supporting GIRLStart participants in their reach for grade-level reading at all sites.



### Locations offered:

Wilson Elementary School, Think College Now, International Community School, Community United Elementary School, & ACORN Woodland Elementary School.

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## ***Watch Out World! (WOW!):***

***Empowering girls to be strong, smart, and bold about health and wellness!***

**WOW! (grades 4 & 5)**, is a two-year afterschool enrichment program that helps more than 100 girls and their families grow and develop to their full potential through health and fitness education, nutrition, STEM (science, technology, engineering, and math), and familial engagement.

### **Why girls need Watch out World!:**

Latino and African American children are at greater risk of being obese in comparison to their white counterparts (US Department of Health and Human Services, 2011). WOW! provides a safe environment where underserved girls can explore alternatives to existing behaviors that promote poor nutrition and health. Healthy relationships and positive body image are the top two predictors of self-esteem (Kearney Cooke, 2008), and WOW! caters to the impending physical and emotional changes of girls by giving them the necessary tools to transition into healthy, self confident women.



### ***Expected Outcomes :***

- Participants will build interest in and engage in more physical activity.
- Girls will have increased knowledge of healthy behaviors.
- Participants will have greater access to and will be more likely to choose fresh fruits/vegetables.
- WOW! will provide six health-focused family events and/or workshops serving girls' families.

### **Program Highlights**

**When and Where:** WOW! is held at elementary school sites within Alameda County five days a week, Monday—Friday, during the academic year.

**Program Components:** WOW! incorporates the following key components into its framework. They include:

- **Growth & development (Grown n' Savvy)**, providing insight on mental, biological, emotional, & physical changes that occur during preadolescence.
- **Sports & Fitness (TEAM)** fostering the development of gross motor skills, positive competitor attitude, development of athlete identity, and improving physical health.
- **Nutrition (Hyped on Health - H2)**, presenting tools to make health conscious food selections, maintain health, and prepare healthy food.
- **S.M.A.R.T (Science, Math, and Relevant Technology)**, strives to spark participants interest in science, math and technology by way of incorporating thought provoking subjects such as food science, game theory, engineering, and architecture.



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### **Locations offered:**

Wilson Elementary School, Think College Now, International Community School, Community United Elementary School, and ACORN Woodland Elementary School.

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## All STARS (Sports, Technology, Academics, Responsibility, Sisterhood) Program: *Empowering middle school girls through technology and leadership!*

The All STARS Program (grades 6-8) is a daily hands-on after-school program serving more than 130 middle school girls annually. The program empowers girls to develop their capabilities through technology literacy, academic enrichment, career exploration, leadership, fitness and team building activities. These experiences are achieved in part through the innovative and intensive Build IT (Girls Building Information Technology Fluency Through Design) curriculum, which is unique to this program. The program fosters girls' interest in non-traditional careers in science, technology, engineering and math (STEM), providing them with the confidence, skills and can-do attitude to achieve success. In addition to the Build IT curriculum, girls visit a variety of workplaces and experience real life, high-tech environments.

**Why girls need All STARS:** The middle school period is one when girls make critical choices about their identity and their perceived abilities. These choices will shape their future academic and career paths. Unfortunately, studies show that middle school is when girls start to lose interest and doubt their abilities in



STEM-related endeavors and this results in dramatic gender differences in such fields in the workplace. Recent workforce data indicates that women comprise just over 20% of the technology workforce, and among architecture and engineering professionals, women are even less well represented at 14.5% of the workforce.

### **Objectives for 2013-2014:**

- **Self Confidence:** Girls will gain confidence in themselves as leaders and learners.
- **Healthy Choices:** Girls will build interest in physical activity and knowledge of healthy behaviors.
- **Relationships:** Girls will form positive relationships with peers and adults.
- **Academic Achievement & Engagement:** Girls will build interest in technology and develop academic skills, particularly in STEM subjects.

### **Success! Evaluation Results from the 2012-2013 school year:**

- ⇒ After participating in the program, 29% more girls reported they could handle more difficult math.
- ⇒ After two years in the program, Build IT participants demonstrate a significant 11% increase in their confidence using computers and 13% more girls can now confidently use computer graphics or art programs to create illustrations, slides, or pictures.
- ⇒ As a result of the All STARS Program, 60% of girls' families noted that they are now more likely to encourage their daughter's interest in STEM.
- ⇒ 15% more girls believe that if something goes wrong with a computer they are using, they can find ways to solve the problem.

**Locations offered:** Alliance Academy Middle School, ASCEND, and Elmhurst Middle School in East Oakland, and John Muir Middle School in San Leandro.

### **Build IT Curriculum**

#### **Girls Building Information Technology Fluency Through Design**

- **Unit 1: Redesigning Your World.** Girls explore the design world through hands-on activities.
- **Unit 2: Design Online: Communication Tools and the Internet.** Girls are introduced to the Internet and Internet-based communication and collaboration tools.
- **Unit 3: Redesigning the Web.** Girls work individually and in teams to apply their design skills to the development of web pages and web-based communications tools.
- **Unit 4: Design in Networked Technologies.** Girls participate in activities that encourage their exploration of networks and network applications, and explore the network hardware and connections (i.e. cell phones and Bluetooth).
- **Unit 5: Collaborative Game Design & Troubleshooting.** Girls experience the participatory design process as they work in teams to design a game for younger girls in Girls Inc. programs.
- **Unit 6: Joining a Design Team.** In teams, girls apply their design skills to the development of web pages for a specific client.

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## Girls Incorporated® of Alameda County At-a-Glance

### Mission

*Inspiring all girls to be strong, smart, and bold.*

### Vision

*Helping all girls realize their potential and exercise their rights; our empowered girls will create an equitable society.*

### About Girls Incorporated of Alameda County

Girls Incorporated of Alameda County® is one of 83 affiliates of the national Girls Incorporated organization, the country's leading voice for girls. Since 1958, Girls Inc. has responded to the unique needs of girls in underserved communities of San Francisco's East Bay through academic achievement programs and counseling services. Programs challenge girls to explore their potential, develop life skills, ensure college and career success, and expand their sense of what is possible. With an innovative educational approach incorporating local needs into research-based curricula, Girls Inc. has established itself as one of the Bay Area's leading providers of after-school programs, reaching over 7,500 girls and their family members each year.



### Programs with Impact

Our combination of counseling and educational programming allows us to best serve the whole girl and is unique among Girls Inc. affiliates nationally. Our programs in literacy, math and science, health and fitness, pregnancy prevention, leadership, and advocacy are delivered on-site and at 45 schools and community sites in Alameda County. Through our on-site Pathways Counseling Center, we offer no-cost or low-cost mental health and case management services to youth and their families.

### Local Expertise, National Recognition

Girls Inc. reaches out to girls, ages 5 to 18, whose needs are greatest. Most of the girls we serve are low-income, with 74% from households earning less than \$40,000 annually and 24% from single-parent families, headed mostly by women. The Girls Inc. constituency is 41% Latina, 25% African American, 19% Asian American, 5% multi-racial, 4% Caucasian, 1% Middle Eastern, and 5% other. Our communities in Alameda County include some of the most underfunded and underperforming public schools in California, presenting a particularly challenging educational setting for the girls we serve. In Oakland, *50% of their peers won't even graduate from high school.*

### Continuum of Programs for Grades K-12



The Department of Education reports that youth who participate in high-quality after-school programs have "better peer relations and emotional adjustment, and lower incidences of drug use, violence, and pregnancy." Further, a girl's future participation in the workforce is directly related to her K-12 academic success. Responding to these critical needs, Girls Inc. encourages girls to continue to learn and grow with us as they move through their school years through a continuum of programs:

Elementary School Programs:

- **GIRLStart** (K-3<sup>rd</sup> grade), increases literacy skills to ensure future academic success
- **WOW!** (Grades 4-5), builds skills in literacy, health, fitness and nutrition

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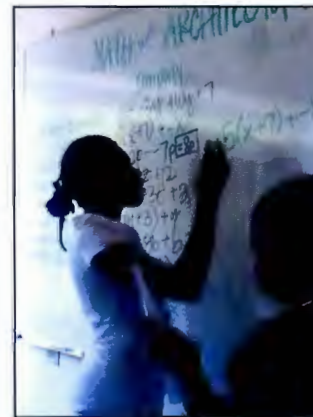
Website: [www.girlsinc-alameda.org](http://www.girlsinc-alameda.org) ■ <http://twitter.com/girlsincac>

<http://www.facebook.com/pages/Girls-Inc-of-Alameda-County/207897137963> ↪



#### Middle and High School Programs:

- **All STARS** (Grades 6-7), develops capacities in technology, leadership and fitness
- **Eureka!** (Grades 8-12), college/career prep; focus on science, technology, engineering
- **ACT**, a program that trains and engages teen girls in local advocacy projects
- **HEART**, a girl-driven peer health and sexuality education program for teens



In addition to our continuum of programs, many of which have been scaled nationally, Girls Inc. also provides health education programs and mental health services for girls and families, including **Bodies in Motion**, a health intervention program; and outpatient mental health services and school-based case management services in English and Spanish. Girls Inc. also provides the State-funded **Teen Pregnancy Prevention** program for middle and high school girls, including support services for families.

#### Pathways Counseling Center and The Community Consultation Services

Girls Inc. is unique among the nationwide Girls Incorporated affiliates due to its comprehensive mental health clinic, Pathways Counseling Center. Established in 1973 to address community demand for child and family mental health treatment needs, the clinic delivers a full spectrum of mental health services for girls, boys, women, and men. Pathways also operates as a clinical training center for graduate students of clinical psychology, providing a structured and comprehensive training program. During the past year, Pathways has delivered consultation services to over 3,600 children, families, and professional service providers.

#### Accomplishments

We continue to grow and evolve each year, constantly increasing our capacity to reach out to at-risk East Bay girls, and we're proud that \$.85 of every dollar raised goes directly to our programs. Over the past year, our advances, achievements and sound fiscal management has been locally and nationally recognized:

- Ranked 5<sup>th</sup> of 178 top national high-impact youth serving nonprofits in 2011 by Philanthropedia, a GuideStar research organization.
- Received the United Nations-USA East Bay's 6<sup>th</sup> Annual Global Citizen Award; the Northern California Community Loan Fund's "Non-Profit Community Impact Award"; and Youth Radio's Community Champion Award.
- Films made by Advocating Community Together (ACT) participants through the Women's Film Institute's Generation HERstory Media Arts Project premiered at the San Francisco International Women's Film Festival in April, 2011.
- Named by the Clinton Global Initiative in 2009 and 2010 as one of 13 programs that "will improve the lives of girls and women around the world."

Perhaps none is more striking than the remarkable number of young women who go on to higher education; 97% of our 2012-13 Seniors had plans to enroll in college - many of whom would be the first in their families to attend an institute of higher learning.

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

**Search Term : Girls\* Incorporated\***  
**Record Status: Active**

<b>ENTITY</b>	BOYS AND GIRLS CLUB OF GREATER WATERBURY, INCORPORATED, THE	Status:Active
DUNS: 089629877	+4:	CAGE Code: 5EU84 DoDAAC:
Expiration Date: Mar 7, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1037 E MAIN ST City: WATERBURY ZIP Code: 06705-0000	State/Province: CONNECTICUT Country: UNITED STATES	
<b>ENTITY</b>	GIRLS INCORPORATED	Status:Active
DUNS: 805729840	+4:	CAGE Code: 4QAT0 DoDAAC:
Expiration Date: Feb 23, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 120 Wall St Ste 1804 City: New York ZIP Code: 10005-3904	State/Province: NEW YORK Country: UNITED STATES	
<b>ENTITY</b>	BOYS & GIRLS CLUBS OF METROPOLITAN BALTIMORE, INCORPORATED	Status:Active
DUNS: 858678738	+4:	CAGE Code: 5G5R7 DoDAAC:
Expiration Date: Feb 22, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 11 W MOUNT VERNON PL City: BALTIMORE ZIP Code: 21201-5103	State/Province: MARYLAND Country: UNITED STATES	
<b>ENTITY</b>	Girls Incorporated	Status:Active
DUNS: 077739605	+4:	CAGE Code: 496W6 DoDAAC:
Expiration Date: Feb 1, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 120 WALL ST STE 300 City: NEW YORK ZIP Code: 10005-3913	State/Province: NEW YORK Country: UNITED STATES	