Board Office Use: Legislative File Info.		
File ID Number	19-1951	
Introduction Date	10/23/19	
Enactment Number	19-1586	
Enactment Date	10/23/19 os	



Memo

To

Board of Education

From

Kyla Johnson-Trammell, Superintendent

Ali Metzler, Community School Leadership Coordinator

Board Meeting Date

October 23, 2019

Subject

Memorandum of Understanding

Contractor: New Bridge Foundation - ASPIRE

Services For: Community Partnerships, Community Schools and Student Services

Department

Action Requested and Recommendation Approval by the Board of Education of Memorandum of Understanding between the District and New Bridge Foundation - ASPIRE, Berkeley, CA for the latter to provide services to accomplish the following goals: reduce alcohol and/or drug use among youth, promote positive and healthy alternatives for youth, and engage youth in leadership opportunities, for middle and high school students who are at risk for substance use, but who do not currently require substance use treatment, at West Oakland middle school and McClymonds high school, for the period of August 12, 2019 through August 11, 2022, at no cost to the District.

Background

(Why do we need these services? Why have you selected this vendor?) Contractor will engage with youth that are or may be at risk for social, behavioral, academic and other challenges that may contribute to low school engagement and functioning.

Contractor shall also work with families/caregivers to provide them with strategies that support the program's goals of preventing substance use among these students.

The following are the costs to parents or students (if applicable):

NA

Competitively Bid

Was this contract competitively bid? No. Exception: No cost to OUSD for services.

Fiscal Impact

Funding resource(s): No fiscal impact

Attachments

Memorandum of Understanding

Board Office Use Legis	slative File Info.
File ID Number	19-1951
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Enactment Date	10/23/19 os



MEMORANDUM OF UNDERSTANDING (NO COST) 2019-2020

		This MEMORANDUM OF UNDERSTANDING (MOU) is entered into between Oakland Unified School District (OUSD) and
an	d. The	New Bridge Foundation, Inc. CONTRACTOR's services or program described in this MOU will be provided at no cost to OUSD (or students or parents unless agreed upon by both parties)
oth	nerwise	agreed upon by both parties).
Th		s agree as follows:
1.	Site N (attac	lame(s): Unless otherwise further agreed to in writing by the parties, the School Sites governed by this MOU are the following h separate document if more space is needed):
	McCl West	ymonds High School Oakland Middle School
2.		es: CONTRACTOR shall provide the services ("Services" or "Work") as described in Exhibit "A," attached hereto and
3.		The term of this MOU shall be from 8/12/19 to 8/11/2022, not to exceed three years from the start date.
4.	Comp	ensation: CONTRACTOR's services or program described in this MOU will be provided at no cost to OUSD. The following
	are all	costs to parents or students (if applicable):
	None	
5.	1. CC	RACTOR Qualifications / Performance of Services: DNTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to experience identified in this MOU in conformity with the laws and restricted.
	Sta	ates of America, and all local laws, ordinances and/or regulations, as they may apply. A description of CONTRACTOR'S panization with evidence of relevant experience is attached as Exhibit "B" : Statement of Qualifications
	2. Ex	pectations or Goals of Program's Services: The following checked items are in agreement with CONTRACTOR'S orgram's services:
	Ø	Develop student's social health/skills
		Develop student's emotional health
		Develop student's physical health
		Develop student's cognitive and academic skills
		Create equitable opportunities for learning
		Ensure, maintain, or support high quality and effective instruction
		Prepare students for success in college and careers
	V	Help ensure, create, and/or sustain safe, healthy and supportive schools
		Help create full service community schools in OUSD
		Increase graduation rates
		Other:

6. 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 mail, return receipt requested; or electronic mail. Either party may change the addresses below by giving notice of such change pursuant to this section.

Address:

DISTRICT:

Contact: General Counsel Address: Office of the Gen

Office of the General Counsel

1000 Broadway, Suite 300

Oakland, CA 94607

Phone: Fax:

510-879-8535 510-879-4046

Email: ousdlegal@ousd.org

CONTRACTOR:

Contact: Georgette Cobbs, LMFT #46161

Title: Director of Adolescent Services

2323 Hearst Ave

Berkeley, CA 94709

Phone: (510) 526-6200

E-mail: <u>qeorgette@newbridgefoundation.org</u>

OUSD Sponsoring Department: Community Schools & Student Services

7. Status of Contractor: This is not an employment contract. CONTRACTOR, in the performance of this MOU, 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.

8. Insurance:

Unless specifically waived by OUSD, the following insurance is required:

- 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 (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability
 Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
- 2. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of the MOU (and within 15 days of each new policy year thereafter during the term of this MOU). Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

CONTRACTOR is not required to maintain any insurance under this MOU. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

- 9. 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.
- Assignment: The rights and obligations of CONTRACTOR under this MOU shall not be assigned without the express prior written consent of OUSD.
- 11. Non-Discrimination: It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

- 12. **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 or prevent a similar subsequent act from constituting a violation of the MOU.
- 13. **Termination/Amendment**: Either party may terminate this MOU at any time, without cause, with 30 days 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.

14. Responsibilities of CONTRACTOR:

- 1. Tuberculosis Screening: CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code 49406 within 60 days prior to working with students. If tuberculosis risk factors are identified, CONTRACTOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the CONTRACTOR agent shall obtain an x-ray of the lungs. At his/her discretion, CONTRACTOR agent may choose to submit to the examination instead of the risk assessment.
- 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.

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.

3. Required Documents re TuberculosIs and Fingerprinting:

CONTRACTOR CANNOT commence the services agreed to in this MOU until it has submitted the following documents (in addition to the insurance document noted above):

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 clearance from the tuberculosis risk assessment or negative TB status of individual within the prior 60 days.

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.
- 15. **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.
- 16. **Limitation of OUSD Liability**: 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 MOU for the services performed in connection with this MOU.
- 17. Confidentiality: CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this MOU. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 18. 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.

- 19. Register With/Update Enrichment Provider database: In order to maintain accurate up-to-date information on the services provided, CONTRACTOR shall register in OUSD's Enrichment Provider database, update program information and schools during the school year when CONTRACTOR's programs and schools change midyear, and update program information and schools prior to commencing services during subsequent school years.
- 20. 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.
- 21. 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/).
- 22. Severability: If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 23. **Provisions Required By Law Deemed Inserted**: Each and every provision of law and clause required by law to be inserted in this MOU shall be deemed to be inserted herein and this MOU shall be read and enforced as though it were included therein.
- 24. Captions and Interpretations: Section and paragraph headings in this MOU are used solely for convenience and shall be wholly disregarded in the construction of this MOU. No provision of this MOU shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this MOU shall be construed as if jointly prepared by the Parties.
- 25. Copyright/Trademark/Patent/Ownership: CONTRACTOR understands and agrees that all matters produced under this MOU shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD (specifically excluding any underlying pre-existing intellectual property). OUSD may, with CONTRACTOR's prior written consent, use CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this MOU. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 26. **Litigation**: This MOU shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this MOU.
- 27. Incorporation of Recitals and Exhibits: Any recitals and exhibits attached to this MOU are incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.
- 28. Integration/Entire Agreement of Parties: 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 by a written instrument executed by both Parties.
- Drug-Free / Smoke Free Policy: No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites, including at these School(s).
- 30. **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.
- 31. **Signature Authority**: Each party has the full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each Party has been given the proper authority and empowered to enter into this MOU.
- 32. Indemnification: To the furthest extent permitted by California law, CONTRACTOR shall indemnify, defend and hold hamless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of or in any way related to the performance of this MOU. CONTRACTOR also agrees to hold harmless, indemnify, and defend the Indemnified Parties from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR arising out of or in any way related to the performance of this MOU. CONTRACTOR shall, to the fullest extent permitted by California law, defend the Indemnified Parties at CONTRACTOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that CONTRACTOR proposes to defend the Indemnified Parties. This provision survives termination of this MOU.

Memorandum of Understanding (No Cost)

- 33. Contract Publicly Posted: 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.
- 34. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this MOU until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent that formal approval. This MOU shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRIC	T	CONTRACTOR	
✓ Arms fry ✓ President, Board of Education ☐ Superintendent ☐ Chief or Deputy Chief	10/24/19 Date	Contractor Signation	8/12/19 Date
Secretary, Board of Education	10/24/19 Date	Georgette Cobbs, Dir. Adoles Print Name, Title	cent Services

Form approved by General Counsel Office for 2019-20 FY

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Description of Services to be Provided and Specific Expected Outcomes: Provide a description of the program(s) and service(s) the contractor will provide. Be specific about what program(s) and service(s) will be provided to OUSD and what this Contractor will do.

Contractor shall provide services that contribute toward the accomplishment of the goals and objectives from the Alameda County BHCS Strategic Plan for Alcohol and Other Drug (AOD) Primary Prevention Services.

Contractor shall provide services to middle and high school students who are at risk for substance use, but who do not currently require substance use treatment through the evidence-based curriculum, Project SUCCESS. Contractor shall engage with youth that are or may be at risk for social, behavioral, academic and other challenges that may contribute to low school engagement and functioning. Contractor shall also work with families/caregivers to provide them with strategies that support the program's goals of preventing substance use among these students.

Contractor shall provide services to accomplish the following goals:

- · Reduce alcohol and/or drug use among youth;
- Promote positive and healthy alternatives for youth; and
- · Engage youth in leadership opportunities.

EXHIBIT "B" STATEMENT OF QUALIFICATIONS

 Description of Organization and Relevant Experience: For individual consultants, a resume is sufficient. Attach a separate document if more space is needed.

New Bridge Foundation (NBF) is a non-profit organization with a history of more than 50 years of providing effective substance abuse prevention and treatment to adults and adolescents in Alameda County. As one of the California's oldest licensed treatment programs founded in 1968, NBF is recognized as a model program for the effective treatment of substance abusers. The primary goal of each of NBF's programs is to provide adults and adolescents with the education, support, and skills necessary to live productive and healthy lives without the use of drugs and alcohol. NBF is licensed and certified by the State of California Department of Alcohol and Drug programs and has received the highest accreditation from the Commission for Accreditation of Rehabilitation Facilities (CARF).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON

	CERTIFICATE DOES NOT AFFIRMA BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	TIVE ISUR AND	LY O ANCE	R NEGATIVELY AMEND DOES NOT CONSTITU CERTIFICATE HOLDER	, EXTE	ND OR ALT	ER THE CO	OPEN THE CERTIFICA OVERAGE AFFORDED THE ISSUING INSURE	BY THE R(S), AI	LDER. THIS POLICIES UTHORIZED
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	CLAIMS-MADE X OCCUR		l		i			DAMAGE TO RENTED PREMISES (E8 occurrence)	\$ 500,00	
		1						MED EXP (Any one person)	\$ 10,000	
	CEDIII ACCESSORIUM IN THE SECONDARIA SECONDA		ľ					PERSONAL & ADV INJURY	\$ 1,000	
	X POLICY PRO-	1						GENERAL AGGREGATE	\$ 3,000,	
	OTHER:							PRODUCTS - COMP/OP AGG	\$ 3,000,	
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8	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			25335501		4/1/2019	4/1/2020	X PER OTH-	\$	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED?	N/A						E.L. EACH ACCIDENT	64 000 4	
	(Mandatory in NH)				ľ			E.L. DISEASE - EA EMPLOYEE	\$ 1,000,0	
A	If yes, describe under DESCRIPTION OF OPERATIONS below Professional Liability							E.L. DISEASE - POLICY LIMIT	\$ 1,000,0	
^	Professional Fishing			HHS 8525974-13		4/1/2019	4/1/2020	Per Claim	\$1,000	
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Poli Can Poli	RIPTION OF OPERATIONS / LOCATIONS / VEHICI cy: Abuse or Molestation Liability cy#: HHS 8525974-13 ier: Berkiey National Insurance Compa cy Term: 4/1/2019 To 4/1/2020 Claim: \$1,000,000 / Deductible: \$3,000	ny	CORD	101, Additional Remarks Schedule	a, may ba	attached if more	space is require	d)		
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ER	TIFICATE HOLDER				CANC	EL LATION				
	Oakland Unified School Dis Attention: Risk Managemer 1000 Broadway Suite 440 Oakland CA 94607	strict nt			SHOUTHE ACCO	PRDANCE WIT	H THE POLICY	SCRIBED POLICIES BE CAREOF, NOTICE WILL B PROVISIONS.	NCELLE E DELIV	D BEFORE VERED IN
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AGENCY O	CUSTOMER ID	NEWBRID-02
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LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

	AGENCY	
	Arthur I Colleghor 8 Co.	NAMED INSURED New Bridge Foundation Inc.
	POLICY NUMBER	2323 Hearst Avenue Berkeley, CA 94709
	CARRIER	
i	NAIC CODE	EFFECTIVE DATE:
	ADDITIONAL REMARKS	

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Policy: CRIME
Policy#: HHS 8525974-13
Carrier: Berkley National Insurance Company
Policy Term: 4/1/2019 To 4/1/2020
Employee theft: Limit: \$500,000 / Deductible: \$5,000
Forgery or Alteration: Limit: \$500,000 / Deductible: \$5,000
Theft of money and securities: Limit: \$5,000 / Deductible: \$5,000
Money and securities: Limit: \$5,000 / Deductible: \$5,000
Money orders and counterfelt paper currency: Limit: \$5,000 / Deductible: \$5,000
Computer And Funds Transfer Fraud: Limit: \$500,000 / Deductible: \$5,000

Oakland Unified School District is named additional insured with respect to the operations of the named insured. Workers Compensation coverage is evidence

Berkley National Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Location(s) Of Covered Operations
ove, will be shown in the Declarations.
-

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodity 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(s) at the location(s) designated above.

However:

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

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

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

- 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
- 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.

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
 - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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



Chief Executive Officer Kosta Markakis

Board of Directors
William Segesta, Esq.,
Chairperson
Eric Greenleaf, PhD,
Vice-Chairperson
Mildred Crear, RN
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Business Office 2323 Hearst Avenue Berkeley, CA 94709 Tel 510.526.6200 Fax 510.526.1507

Adult Programs 1816 & 1820 Scenic Avenue Berkeley, CA 94709 Tel 800.785.2400 Tel 510.548.7270 Fax 510.548.1060

ASPIRE School Program Tel 510.558.1990 Fax 510.559.3558 August 14, 2019

Oakland Unified School District 1000 Broadway, Ste. 680 Oakland, CA 94607-4099

To Whom It May Concern,

This letter is to verify that all staff working in the adolescent services department provide New Bridge Foundation a negative T.B test upon date of hire and annually thereafter. All staff is also cleared via Live Scan fingerprinting upon hire and New Bridge Foundation is notified of any subsequent arrest for the individuals.

Please contact us should you have any further questions.

Keronica Chinson

Sincerely.

Veronica Chinsoon
Assistant Director of Administration

New Bridge Foundation, Inc.

(510) 526-6200

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Search Term: new bridge foundation*
Record Status: Active

ENTITY NEW BRIDGE FOUNDATION, INC

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DUNS: 123366887

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Debt Subject to Offset?: No

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