

Board Office Use: Legislative File Info.	
File ID Number:	14-0186
Introduction Date:	02/26/2014
Enactment Number:	14-0274
Enactment Date:	2/26/14



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Thriving Students.

Memo

To: Board of Education
From: GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent
Board Meeting Date: 02/26/2014
Subject: Professional Service Contract
Contractor: Refugee Transitions of San Francisco, CA
Services for: 922-COMPLEMENTARY LEARNING

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Refugee Transitions, San Francisco, CA, for the latter to provide: An academic after school program at Roosevelt Middle School for newcomer youth that will include academic support, school connectedness, health/sports, & community building activities with an emphasis on ELD to improve and strengthen academic success; individualized case management and support for high-need newcomer refugees from Burma and Myanmar; a parent ESL class for newly-arrived refugee adults; consultant will conduct all programming, curriculum design, student recruitment, retention activities, and data collection for the period of 10/01/2013 through 06/30/2014 in an amount not to exceed \$5,000.00.

Background:

(A one paragraph explanation of why the consultant's services are needed.)

The OUSD has a large & diverse refugee and newcomer student population many of whom have had significant gaps in their education prior to coming to the U.S. (in addition to acute & on-going traumas in many cases) and many of whom speak little to no English when they arrive. In order to engage in school & succeed academically, they require supplemental support (as described in Title III Immigrant supplemental funds). Refugee Transitions (RT) will provide support to the OUSD newcomer community through increased communication and interpretation support for parents and school sites during the 2012-13 school year and throughout the summer, implement a targeted program for the after school program at Roosevelt Middle School, and provide individualized case management for high-need newcomer refugees.

Discussion:

(QUANTIFY what is being purchased.)

An academic after school program at Roosevelt Middle School for newcomer youth that will include academic support, school connectedness, health/sports, & community building activities with an emphasis on ELD to improve and strengthen academic success; individualized case management and support for high-need newcomer refugees from Burma and Myanmar; a parent ESL class for newly-arrived refugee adults; consultant will conduct all programming, curriculum design, student recruitment, retention activities, and data collection

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Fiscal Impact: Funding resources below not to exceed \$5,000.00

\$5,000.00 IASA-I BASIC GRANTS LOW INCOME

Attachments: Professional Services Contract including Scope of Work
Waiver Summary
Resume / Statement of Qualifications
EPLS Search Results Page
Insurance Certification (if no Waiver was granted)

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OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

Refugee Transitions

This Agreement is entered into between _____ (CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 10/01/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400.00, whichever is later. The work shall be completed no later than 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed five thousand Dollars (\$5,000.00) [per fiscal year], at an hourly billing rate not to exceed \$40.00 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: No Reimbursements

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE, which shall not exceed a total cost of \$0.00.

CONTRACTOR Qualifications / Performance of Services:
CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care: CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

OUSD Representative:

Name: BARBARA MCCLUNG
Site /Dept.: 922-COMPLEMENTARY LEARNING
Address: 746 Grand Avenue
Oakland, CA 94601
Phone: 617-699-5114

CONTRACTOR:

Name: Laura Vaudreuil
Title: Officer (Executive)
Address: 870 Market Street, Suite 718
San Francisco, CA 94102
Phone: 415-989-2151

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

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

9. **Insurance:**

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

i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

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

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

ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. 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.

iii. 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

iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **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 or sexual orientation.

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

23. **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 officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

24. **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.epls.gov/eplis/search.do>)

25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.

26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

28. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

MARIA SANTOS

01/09/2014

Laura Vaudreuil

01/24/2014

President, Board of Education

Date

Contractor eSignature

Date

Superintendent or Designee

Secretary, Board of Education

Date

Laura Vaudreuil, Officer (Executive)

Print Name, Title

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 WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

RT will provide an after school program at Roosevelt Middle School. RT lead teacher will coordinate with the ELL/Newcomer teachers at Roosevelt, will oversee all student recruitment and retention, and will conduct program implementation & record keeping. RT will provide targeted case management for high-need newcomer students from the Burmese refugee community including home visits, translation support during parent meetings, community meetings, and IEPs and other highly-sensitive situations. Through this contract, all Karen, Karenni, Burmese and Nepali refugee families will have more access to translation and interpretation services through the school district, allowing them to communicate with various OUSD programs and offices, their children's teacher and school site staff, and providing them better information and access to programming and support services within the OUSD and community such as after school programs, summer programs, parent workshops, parent-teacher conferences, etc. Additionally, approximately 20 newly resettled refugee and asylee students at Roosevelt Middle School will receive direct support through ongoing after school programming that will focus on English acquisition, homework help and school connectedness. This program will support these students academically, helping them succeed in middle school and better preparing them to succeed in high school. Finally, through a targeted system of case management for specific refugee families from Burma/Myanmar, RT will provide needed support in high-need situations. Overall, RTs support will help students and parents better navigate the educational system and it will held the OUSD ensure access to the services that these students need.

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

RT will lead two days/week of academic and enrichment programming at Roosevelt Middle School; will provide parent ESL services at Oakland International High School; will provide casemanagement to more than 35 newly-arrived refugee students and their families, and will conduct all data analysis and program outcome reporting.

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

- | | |
|---|--|
| <input type="checkbox"/> Ensure a high quality instructional core | <input type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input checked="" type="checkbox"/> Full service community district |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

Action Item included in Board Approved CSSSP: (no additional documentation required)

– Item Number(s): Not Applicable
Private School or
OUSD Department

Action Item added as modification to Board Approved CSSSP – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.



ContractsOnline: Contract Waiver Summary

Site Number-Name: 922-COMPLEMENTARY LEARNING

Principal / Department Head: BARBARA MCCLUNG

Contractor Name: Laura Vaudreuil

Business Name: Refugee Transitions

Contract Type: Standard

Anticipated Start Date: 10/01/2013

Contract End Date: 06/30/2014

Rate Type: HOURLY

Contract Amount: \$5,000.00

Applicable Waivers

Approved by Risk Management

Insurance-Reduction Waiver Status: NA

Waiver-Reduction Type: \$1,000,000 Required

Other Reduction Amount: NA

Approval Date:

Approved by Deputy Superintendent

Billing Waiver Status: NA

Approval Date:

Fingerprint Waiver Status: NA

Approval Date:

TB Test Waiver Status: NA

Approval Date:

Refugee Transitions' Statement of Qualifications

Prepared for Oakland Unified School District

10/21/13

Refugee Transitions (RT) is a nonprofit education and social service organization that began in 1982. Its mission is to assist low-income refugee and immigrant families in becoming self-sufficient in the U.S. by providing services that help them attain the English language, life, job, and academic skills they need to succeed in their new communities. In 2012, RT served more students in 2012 than in any year previous and helped more newcomers reach their goals. Our model is unique: staff and volunteers reach students in their homes, schools, and communities, resulting in mutually beneficial relationships and increased social capital. Our programs create bridges to the local community and help newcomers gain the English language and critical life skills needed to find employment, succeed in school, and become leaders in their new communities.

Refugee Transitions has extensive experience working with newcomer families and is connected with numerous refugee, asylee and immigrant families throughout the Bay Area. Refugee Transitions provides tutoring and mentoring for youth through its Bridge-2-Success Youth Development Program and collaborates with the Oakland Unified School District (OUSD) to serve students throughout the district. The agency is quick to respond to the needs of newcomer communities and fill gaps in services. The agency's core program is home-based tutoring for which the agency recruits, trains and screens community volunteers and then matches them with students for weekly home-based English language tutoring. Of the approximately 150 youth who have received home-based tutoring during the past two years, 96% have stayed in school; furthermore, 88% of our seniors in the East Bay receiving home-based tutoring graduated from high school.

Refugee Transitions formalized its partnership with OUSD in 2006 when the agency helped launch the District's Refugee & Asylee Student Assistance Program, which helps refugee/asylee students enroll in the school district, connect to services providers (like Refugee Transitions), access after school and home-based tutoring programs, learn about community resources, and complete Independent Educational Plans. In 2007 RT expanded its partnership to start an after school program at Oakland International High School--which is currently in its seventh year—and in 2012 expanded to start an after school program at Roosevelt Middle School.

Through funding from the Refugee & Asylee Student Assistance Program, RT has been able to expand its after school program at Roosevelt Middle School in order to serve over 30 refugee and asylee youth from Burma, Bhutan, Iraq as well as few asylees from Guatemala. The program has been very successful and will continue through the 2013-2014 academic year. Furthermore, RT secured funding Oakland Fund for Children and Youth to provide a family engagement program at Franklin Recreation Center serving newcomer families of youth attending Franklin, Garfield, Manzanita and other elementary schools as needed.

At Oakland International High School RT provides after school tutoring Monday through Thursday during the academic year. RT recruits, trains and supports adult volunteer tutors to help students with their homework and provide additional opportunities for youth to connect to caring adults and

practice English. In addition, RT also recruits, trains and supports peer tutors. The peer tutors are naturally compassionate, and have the ability to connect with the students in their native languages, which is critical to reaching students who have very limited English skills. Many of the students in the after school program do not have parents who can speak, read or write English fluently, and without the after school program, many of them would have no access to assistance with their homework or with test prep.

The program has been extremely successful in terms of numbers and outcomes. During the fall 2012-2013 semester, average attendance was 60 students per day. Despite the large and growing number of students, we are proud that we have been able to stay close to our target ratio of volunteer tutors to students, averaging 1 volunteer tutor to every 5 to 6 students.

Two of RT's programs provide leadership training to adults and youth in Oakland's refugee communities so that they can help their peers navigate life in the U.S. Through the RT Youth Leadership Program, refugee youth serve as "buddies" for newly-enrolled refugee students at their schools, helping new students navigate the school system and access services like free lunches and after school program enrollment. Students who are selected to be Refugee Youth leaders receive training, support, and a monthly stipend from RT.

At the beginning of each semester RT recruits, trains, supports and provides stipends to refugee and immigrant youth to serve as peer leaders/tutors in RT's Youth Leadership program and after school tutoring programs. The success rate of those participating in the program is impressive:

- 100% of youth leaders are on track to complete high school
- 100% of former youth leaders are enrolled in post-secondary institutions (both 2 year and 4 year colleges)

RT's Community Navigator (CN) Internship Program. CN's commit to a minimum of 6 months of work through the clients that RT assigns them to help. Through their trainings and work on behalf of their clients, CN's learn about and network with many local community-based organizations, learn case management and other vocational and administrative skills and provide interpretation. RT staff helps CNIs create resumes, practice interview skills, and search and apply for appropriate jobs. Over the past year, CNIs have been providing interpreting (in Nepali and Karen languages) for OUSD parent meetings. CNs receive a stipend as a token of appreciation for their work.

RT will ensure that accurate fiscal and management practices are undertaken as required by Oakland Unified School System (OUSD). In accordance with OUSD policy, RT ensures that all staff and volunteer tutors are screened before working at OIHS. The agency has systems in place for Department of Justice background checks and TB screenings for over 250 individuals per year. Staff also conducts one-on-one screening interviews with tutors to ensure that they are a good fit for the program.



October 21, 2013

Oakland Unified School District
1025 Second Avenue
Oakland, CA 94606-2212

To Whom It May Concern,

Refugee Transitions certifies that all staff and contractors complete a background check and Tuberculosis screen before providing direct services as part of its contract with Oakland Unified School District's Refugee and Asylee Student Assistance Program. Please find the following clearance information for the agency's director and program staff:

[Redacted]

[Redacted]

[Redacted]

Sincerely,

Laura Vaudreuil
Executive Director

Named Insured: Refugee Transitions

Policy: 2013-01419-NPO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

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

- A. In the performance of your on-going operations; or
- B. In connection with your premises owned by or rented to you