

Board Office Use: Legislative File Info.	
File ID Number	18-1713
Introduction Date	8/22/18
Enactment Number	18-1428
Enactment Date	8/22/18 os



# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
 Martin Young, Community Partnerships

**Board Meeting Date** August 22, 2018  
*(To be completed by Procurement)*

**Subject** Memorandum of Understanding - Clay Explorations (contractor) - Community Schools and Student Services Department (site/department)

**Action Requested** Approval by the Board of Education of the Memorandum of Understanding between the District and Clay Explorations. Services to be primarily provided to the Community Schools and Student Services Department for the period of September 17, 2018 through May 23, 2021.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.* Clay Explorations provides after school enrichment in a learning environment that allows and develops the basic skills of ceramics using hand building techniques and glazes. The class incorporates drawing, clay, innovation and fun.

**Discussion**  
*One paragraph summary of the scope of work.* Approval by the Board of Education of a Memorandum of Understanding between the District and Clay Explorations, Oakland, CA, for the latter to develop the basic skills of ceramics and incorporate drawing, clay, innovation and fun for students at Crocker Highlands Elementary School and Edna Brewer Middle School, for the period of September 17, 2018 through May 23, 2021, at no cost to the District.

**Recommendation** Approval by the Board of Education of a Memorandum of Understanding between the District and Clay Explorations. Services to be primarily provided to the Community Schools and Student Services Department for the period of September 17, 2018 through May 23, 2021.

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

- Attachments**
- Memorandum of Understanding
  - Scope of Work
  - Statement of Qualifications
  - Certificate of Insurance
  - Clearance Letter



# CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 18-1713

Department: 922/Community Schools and Student Services

Vendor Name: Clay Explorations

Contract Term: Start Date: 09/17/2018 End Date: 05/23/2021

Annual Cost: \$ 0

Approved by: Andrea Bustamante

Is Vendor a local Oakland business? Yes  No

**Why was this Vendor selected?**

School-sites selected partner for In-Kind agreement.

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

Clay explorations develops the basic skills of ceramics and incorporates drawing, clay, innovation and fun.

Was this contract competitively bid? Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

No cost to OUSD for services.

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**

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

**I. Parties**

The purpose of this Memorandum of Understanding (“MOU”) is to establish a relationship between Oakland Unified School District (“OUSD”) and Clay Explorations  
[CONTRACTOR—name of your organization].

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

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

**II. Site Name(s)**

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

Crocker Highlands Elementary School

Edna Brewer Middle School

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

- A. Provide a description of the services that your program(s) will be providing to OUSD. Please be specific by answering all of the following questions.
1. A detailed description of the type of services your program(s) will provide to OUSD (reference Exhibit A: Scope of Work)
  2. A description of your organization and relevant experience (reference Exhibit B: Statement of Qualifications)
  3. Please disclose all costs to parents or students (if applicable). If no such costs, leave blank or write “N/A.”

Clay Explorations provides students with an excellent introduction to working with clay. The students learn the  
skills of handbuilding, pinch pots, coils, slabs and glazing. Clay explorations gives assigned projects and the  
opportunity for students to create self -directed projects. All the materials are included in the cost, clay,glazes, tools,  
drawing notebooks, markers and a snack. The cost is \$335.00 per 12 week session. Resume included

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

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

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

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

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

D. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR’s services under this MOU. CONTRACTOR certifies its compliance with these provisions as follows:

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

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

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

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

**E. Insurance**

1. **General Liability:** ***EITHER*** (a) CONTRACTOR maintains general liability insurance that names OUSD as an additional insured, for operations, students, volunteers, and personnel at location where CONTRACTOR provides programs/services with at least \$1 Million in coverage, and furnish certificate of said insurance to OUSD ***OR*** (b) CONTRACTOR is not required to maintain general liability insurance under this MOU if the Risk Management Officer signs a waiver of insurance. Please see **Section IV** for the relevant documentation that is required.
2. **Workers' Compensation:** If CONTRACTOR employs any person to perform work in connection with this MOU, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and federal laws, when applicable. The CONTRACTORS' Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Please see **Section IV** for the relevant documentation that is required.

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- F. Communication**—CONTRACTOR agrees to communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the CONTRACTOR'S services are aligned with the School(s) and OUSD's mission and objectives and are adequately meeting student's needs. At the request of School(s) or OUSD staff, CONTRACTOR shall provide reasonable data and information to students participating in the CONTRACTOR's program.
- G. Confidentiality**—CONTRACTOR shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of OUSD. CONTRACTOR will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so

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

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

#### IV. Required Documents

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

##### A. TB and Fingerprinting Clearance

###### Contractor (Individual):

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

###### Contractor (Agency):

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

##### B. Insurance

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

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

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

- A. **Space**—Provide a suitable classroom or space at the participating School(s), to be agreed upon by School(s) and the CONTRACTOR.
- B. **Janitorial Service**—Provide necessary services to maintain this space, which may include janitorial services, maintenance, utilities, and technology support.

#### VI. Duration

This MOU is for the 09/17/2018 -- 05/23/2021 period.  
[Insert mm/dd/year] [Insert mm/dd/year]

**VII. Termination**

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

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

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

**IX. Jurisdiction**

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

**X. Notices**

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

**DISTRICT**

Contact: Marion McWilliams  
Title: General Counsel  
Address: Office of the General Counsel  
1000 Broadway, Suite 680  
Oakland, CA 94607  
Phone: 510-879-8535  
Fax: 510-879-4046  
Email: marion.mcwilliams@ousd.org

**CONTRACTOR**

Contact: Kathy deRosas  
Title: owner  
Address: 1714 Trestle Glen Rd.  
  
Phone: 510.501.5946  
E-mail: kathyderosas@gmail.com

OUSD Sponsoring School/Department: Crocker Highlands Elementary School

**XI. Liability**

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

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

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



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

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

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

### **XIV. Assignment**

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

### **XV. Waiver**

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

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

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

### **XVII. Counterparts**

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

### **XVIII. Intellectual Property**

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

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

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

**XX. Signature Authority**

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

**XXI. Incorporation of Recitals and Exhibits**

The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.

**XXII. Public Document**

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

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

*[Signature]* 7/23/18  
 Director, Board of Education Date (mm/dd/year)  
 Superintendent  
 Chief or Deputy Chief  
*[Signature]* 7/23/18  
 Secretary, Board of Education Date (mm/dd/year)

**CONTRACTOR**

<sup>KDR</sup>  
*[Signature]* Kathy deRosas 07/13/2018  
 Contractor Signature Date (mm/dd/year)  
  
 Kathy deRosas, owner  
 Print Name, Title

Form approved by OUSD General Counsel for 2017-18 FY

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the General Counsel  
APPROVED FOR FORM AND SUBSTANCE

By: *[Signature]* 7/27/18  
 Michael L. Smith, Attorney at Law  
 (1260) 7/27/18

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

## EXHIBIT "A" SCOPE OF WORK

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

CLAY EXPLORATIONS Sessions 1 for 1st-3rd grades 2 for 3rd CE 5th grades. The students learn and explore clay in a creative, fun, and intimate learning environment. The students will learn the basic skills of hand building such as slab building, the eclectic pinch pot, building with clay coils, molds and glazes. The class will be a combination of fun assigned projects and self-directed projects. There is always an end of class party. The students create their own plate and cup for the party. We appreciate each student's work and creativity. All materials included: clay, clay tools, glazes, sketchbooks, markers and a snack. Crocker Highlands Elementary School

## EXHIBIT "B" STATEMENT OF QUALIFICATIONS

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

1.510.501.5946 kathyderosas@gmail.com www.kathyderosas.com www.facebook.com/kathyderosas

### SUMMARY

I am an art educator, artist and a community art organizer with over 20 years of experience developing and creating an experiential and developmentally appropriate curriculum for k-5 classrooms, museums, after school programs and public school environments. My tenacious commitment and boundless creativity supports my skillful abilities to collaborate and design inventive, fun and participatory visual art curriculum for diverse learning communities. Also, my own art practice of sculpture and installation allows for the language and understanding of the creative process to deepen my teaching practice, and the encourage students to use curiosity and wonder as learning tools.

### KEY QUALIFICATIONS

#### Classroom Art Teacher

Design and implement meaningful, challenging and engaging visual art curriculum for preschool to fifth grade.

#### Art and Education Lecturer

↳ Created lectures and projects to enable parents and educators to deliver age appropriate art projects that foster™s children™s innate creativity in varied learning environments.

↳ Conceptualized, coordinated and implemented multi-community mosaic and mural public art projects that transformed a school environment with the emphasis on meaningful and engaging skill based curriculum.

#### Program Director

↳ Developed and implemented an after school age program through a thematic model that was inclusive of play-based and life skill experiential curriculum including thematic fairs through the visual and culinary arts.

### PROFESSIONAL & VOLUNTEER EXPERIENCE

#### Ceramic Teacher Crocker Highlands Elementary School, Oakland, CA

2013-present

↳ Launched the school™s pilot ceramic art program for k-5th graders that is a project based and developmentally age appropriate ceramic program that is integrated into the classroom teacher™s curriculum. Skills included introduction to basic ceramic hand building skills and glazing.

#### Volunteer Community Arts Coordinator and ceramic teacher, Edna Brewer Middle School, Oakland, CA

2006-present

↳ Public Art Mosaic I conceptualized and managed the glass flower mosaic public art project. I collaborated with the mosaic artist, Rachel Rodi, Edna Brewer Middle School PTSA, 7th grade science teacher and 80 7th grade students. The 7th grade art and science students learned and made 10 over sized glass mosaic flowers working in a communal learning environment.

↳ Black Mosaic Panther Sculpture a collaboration with The Crucible, an industrial arts organization. I developed and implemented an inclusive school community project to develop a positive school experience. It included 5 FRIDAY NIGHTS AT THE CRUCIBLE in making a life sized black glass mosaic panther for the sculpture garden. I developed and initiated a crowd funding platform through the kickstarter (www.kickstarter.com) and raised \$10,000.00 for the project.

↳ Sculpture Garden in collaboration with The Crucible (www.thecrucible.org) I designed, implemented the clean-up, landscaping and the opportunity for fifteen students that participated in a nine week welding and blacksmithing course to create 8ft. steel flowers. I successfully raised \$5,200.00 from a City of Oakland Grant for the project

↳ Ceramics project based program that I developed to introduce the basic skills of hand building and glazing to students in the art elective program.

#### Import Paper Business, the Dukaan, Oakland, CA

1999-2004

↳ Conceptualized and designed a small Indian imported paper business focusing on wholesale and specialized designs for individuals in the United States clients included Kate™s Paper in New York City and The Gardener in Berkeley, CA.

#### Early Childhood Educator, Laurel Hill Nursery School, San Francisco, CA

1997-1998

↳ Taught a developmentally play-based art curriculum for ages 2.5 to 5 year olds in a parent cooperative. I supervised and lead parent education workshops on the perceptual development of children.

#### Early Childhood Art Educator & Ceramic Teacher, Bay Area Discovery Museum, Sausalito, CA 1996-1997

↳ Developed and taught Creativity and the Developing Child, a play-based art class for parents and their toddlers. I led each class with drawing, painting and clay that engaged the parent and toddler with the tools to introduce color, line, form and texture and the perceptual development of children through play with music and storytelling. Taught ceramic classes to grades k-5th grade including hand building and glazing.

#### Director of Farallone View Active Learning Center, Montara, CA

1996-1997

↳ Created an age appropriate, experiential after school and summer programs that integrated the arts through a thematic model for age™s k-5th grade. Administrative responsibilities include staff development, enrollment, marketing and community relations.

#### Art Teacher, Havurah youth Center, Jewish Community Center, San Francisco, CA

1991-1996

↳ Implemented and taught an arts integrative project based curriculum. The two prominent and successful projects included A Medieval Feast Re-Enactment, and Harvest Dinner with 4th and 5th graders which included visual art, cooking, costume design, graphic design and ceramics. The students invited their community to share their Harvest Dinner of 30 families.

#### Art Teacher, Berkeley Child Art Institute, Berkeley, CA

1991-1993

↳ Taught a play based, non-directive and developmentally age appropriate curriculum that included drawing, painting and sculpture ages preschool to fifth grade. Conducted quarterly parent conferences. Each class was immersed in a creative and engaged curriculum that included short term and long term projects that reflected the curriculum through storytelling, music and visual imagery. Each student was provided with their own sketchbook that included weekly classroom assignments and their own drawings.

### EDUCATION

↳ MFA, STUDIO ARTS, ARTS & CONSCIOUSNESS PROGRAM, JOHN F. KENNEDY UNIVERSITY, BERKELEY, CA

↳ BA EDUCATION UNIVERSITY OF MASSACHUSETTS AMHERST MA



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/10/2018

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): (888) 202-3007      FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com														
<b>INSURED</b> Kathy DeRosas 525 Midcrest Rd Oakland, CA 94610	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Hiscox Insurance Company Inc</td> <td>10200</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hiscox Insurance Company Inc	10200	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Hiscox Insurance Company Inc	10200														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADJL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N		UDC-1624464-CGL-18	08/28/2017	08/28/2018	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg
							\$
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		N/A					

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Clay classes at Crocker Elementary School and Edna Brewer Middle School.

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

**Hiscox Insurance Company Inc.**

Policy Number:

UDC-1624464-CGL-18 Named Insured:

Kathy DeRosas Endorsement Number:

30 Endorsement Effective:

August 28, 2018

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

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

OUSD 1000 Broadway Ste 440 Oakland,CA 94607

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

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

rented to you.