

Board Office Use: Legislative File Info.	
File ID Number	17-0623
Introduction Date	
Enactment Number	
Enactment Date	



Memo

To Board of Education

From Devin Dillon, Interim Superintendent

Board Meeting Date
(To be completed by Procurement) _____

Subject Professional Services Contract - St. Mary's College of California of Fremont, CA
950- Office of Accountability Partners

Action Requested Ratification by the Board of Education of a Professional Services Contract between Oakland Unified School District and St. Mary's College of California, Fremont, CA. for the latter to provide: Lift Up will provide professional development services for the St. St. Jarlath School site instructional staff. These trainings will be in alignment with the Common Core State Standards using critical thinking strategies and close reading. Lift Up will provide ongoing professional development services that will enable teachers to provide a more effective instructional program and improve student academic achievement in curriculum subjects such as Reading, Language Arts and English, for the period of 11/1/2016 through 06/30 /2017 in an amount not to exceed \$5,000.00

Background
A one paragraph explanation of why the consultant's services are needed. OUSD is required by federal law to allow private non-profit schools to participate in OUSD's Title II, Part A program. Schools that choose to participate are provided with "fair and equitable" Title II, Part A services after they have complied with program requirements. After consultation with the private school to reach agreement on the type of professional services to be provided, OUSD Private Schools program administers the agreed upon professional development services.

Discussion
One paragraph summary of the scope of work. St. Mary's College of California - Lift Up will provide professional development services for the St. Jarlath School site instructional staff. These trainings will be in alignment with the Common Core State Standards using critical thinking strategies and close reading. Lift Up will provide ongoing professional development services that will enable teachers to provide a more effective instructional program and improve student academic achievement in curriculum subjects such as Reading, Language Arts and English.

Recommendation Ratification of professional services contract between Oakland Unified School District and St. Mary's College of California. Services to be primarily provided to St. Jarlath School site for the period of 11/1/2016 through 06/30/2017.

Fiscal Impact Funding resource name (please spell out) Title II, Part A not to exceed \$5,000.00

Attachments

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Insurance Certification
- TB screening documentation
- Statement of qualifications



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 17-0623

Department: Office of Accountability Partners

Vendor Name: St. Mary's College of California

Contract Term: Start Date: November 1, 2016 End Date: June 30, 2017

Annual Cost: \$ 0.00

Approved by: Gloria Gamblin - Interim CFO *GG*

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Worked with vendor previously at OUSD

Summarize the services this Vendor will be providing.

St. Mary's College of California - Lift Up Program provides monthly collaborative professional development sessions where teachers learn new strategies and have the opportunity to work with peers to enhance their practice. The formal and informal assessment inform these decisions.

Was this contract competitively bid? Yes No

If No, answer the following:

- 1) How did you determine the price is competitive?

Price is within Billing Waiver Rate

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCAA 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**

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

PROFESSIONAL SERVICES CONTRACT 2016-2017

This Agreement is entered into between St. Mary's College of California (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:

1. **Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on November 1, 2016, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$87,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$87,100, whichever is later. The work shall be completed no later than June 30, 2017.
3. **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), at an hourly billing rate not to exceed \$250.00 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: N/A

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.

4. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A, which shall not exceed a total cost of \$0.00.

5. **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.

6. **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.
7. **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: Marcus Silvi

Site /Dept.: Office of Accountability Partners

Address: 1000 Broadway

Oakland, CA 94607

Phone: 510-879-1028

Email: marcus.silvi@ousd.org

CONTRACTOR:

Name: Dr. Kathy Perez

Title: Director of External Relations

Address: 375 Rheem Blvd.

Fremont, CA 94556

Phone: 510-387-3801

Email: kperez@strmarys-ca.edu

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 from OUSD's Risk Management.) 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.

13. **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 controlled substances, alcohol or tobacco on these sites.
 14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
 15. **Copyright/Trademark/Patent/Ownership:** OUSD understands and agrees that all teaching materials produced or used in the performance of services under this Agreement shall remain the proprietary teaching materials of CONTRACTOR and cannot be used without CONTRACTOR'S express written permission. Neither Party may claim by virtue of this Agreement any right, title, or interest in any pre-existing intellectual property owned or controlled by the other Party.
 16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
 17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
 18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **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 Agreement and 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 Agreement, 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 contract with OUSD pupils in providing services to the District under this Agreement.
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an 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.
19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
 20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
 21. **Limitation of OUSD 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.
 22. **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 Agreement. 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.
 23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, 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 without the prior approval of OUSD Human Resources.

Professional Services Contract

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.sam.gov/>).
- 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.
- 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.
- 31. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

Vernon Hall/gg

- President, Board of Education
- Superintendent
- Chief or Deputy Chief, *Interim CFO*

Secretary, Board of Education

Form approved by OUSD General Counsel for 2016-17 FY

CONTRACTOR

Katherine Perez
Contractor Signature

Katherine Perez
Print Name, Title

*Director of
Ext. Relations*

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

By: *[Signature]*
Attorney at Law

17
2007-2008
EX. 10

10/10/07

OAKLAND UNITED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE

By _____
Attorney at Law

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.

The focus of the St. Mary's College - Lift Up Program (Literacy Innovations for Teachers: Urban Partnership) is to promote literacy achievement and to bring students to grade level proficiency as soon as possible. The underlying premise is the students need research-based instructional practices early in their educational career.

This program is organic, site-based, customized for each school, and meets teachers and students needs. Assessment occurs three times a year to inform instruction and evaluate student progress. It is based on weekly coaching from professional teachers using research-based strategies for instruction. Classroom teachers receive weekly visits, that consist of demonstration lessons from the coaches and observations of the classroom teachers' implementation of the strategies presented.

Literacy Coaches will:

- Assist teachers as they strengthen their ability to make more effective use of what they know and do.
- Support teachers as they learn more and do more.
- Provide job-embedded professional development to enhance teacher reflection.
- Promote collaboration and reflection.
- Support in greater students' achievement.

The St. Mary's College - Lift Up program also provides monthly collaborative professional development sessions where teachers learn new strategies and have the opportunity to work with peers to enhance their practice. The formal and informal assessments inform these decisions.

The St. Mary's College - Lift Up program will provide service to St. Jarlath School at a rate of \$5,000.00 for the 2016-2017 school year.

Goals:

- Teacher effectiveness in implementation best practice strategies
- Student progress demonstrated by improvement from baseline to post-instruction assessment.

Professional Services Contract

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.

Title II, Part A. Teacher and Principal training and recruiting is a federal categorical program. The purpose of Title II, Part A is to increase the academic achievement of all students by helping schools and districts improve teacher and principal quality through professional development and other supporting activities. As a result of receiving Title II, Part A, the principal and/or teachers on staff at this specific non-profit private school located in Oakland will improve their understanding and application of specific skills that support the implementation of effective instructional strategies and techniques and/or principal will enable students to be more fully engaged and successful in school. Students will have improved school attendance which supports gains in performance in core academic areas and successful ongoing completion of successive grade levels which results in graduation from high school.

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

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

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2016-2017



Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including the Excluded Party List, Insurance and Talent Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition, the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
 For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)
 For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

OUSD Staff Contact *Emails about this contract should be sent to:* (required) maria.beltran@ousd.org

Contractor Information

Contractor Name	St. Mary's College of California	Agency's Contact	Dr. Kathy Perez				
OUSD Vendor ID #	V053933	Title	Director of External Relations				
Street Address	375 Rheem Blvd.	City	Fremont	State	CA	Zip	94556
Telephone	510-387-3801	Email (required)	kperez@stmarys-ca.edu				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	11/1/16	Date work will end	06/30/17	Other Expenses	
Pay Rate Per Hour (required)	\$250.00	Number of Hours (required)	20		

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
4035	Title II Part A	7334851204	5825	\$5,000.00
			5825	
			5825	
Requisition No. (required)	R0174066		Total Contract Amount	\$5,000.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>)

1.	Administrator / Manager (Originator)	Name	Marcus Silvi	Phone	510-879-1028
	Site/Department (Name & #)	Office of Accountability Partners - 950 for St. Jarlath School		Fax	510-879-8947
	Signature	<i>Marcus Silvi</i>		Date Approved	3/29/17
2.	Resource Manager , if using funds managed by: <input checked="" type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Community Schools & Student Services <input type="checkbox"/> Risk Mgmt	<input checked="" type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)			
	Signature	<i>Maria Beltran</i>		Date Approved	3/29/2017
	Signature (if using multiple restricted resources)	Date Approved			
3.	Network Superintendent/Deputy Network Superintendent	Signature			
	Date Approved				
4.	Chiefs / Deputy Chiefs	Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$_____			
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
Signature		Date Approved			
5.	Superintendent, Board of Education <i>Signature on the legal contract</i>				
Legal	Required if not using standard contract	Approved	Denied - Reason	Date	
Procurement	Date Received		PO Number		

ATTACHMENTS



Lift Up! Scope of Work for 2016-17

Literacy Innovations for Teachers Urban Partnership

Saint Mary's College & Oakland Diocese

- Reinforcement and implementation of all Lift Up Strategies from past 6 years
- Provision of weekly coaching visits and demonstration lessons to participating teachers and their students in grades K-3
- Continue on-going communication between all schools, principals and teachers via the Liaison and Consultant for Lift Up
- Provide all five schools with monthly professional staff development
- Demonstrate and observe implementation of strategies introduced in professional development sessions
- Continue the focus on assessment and introduce assessment on Common Core Standards
- Continue and enhance using assessment-based practices to inform instruction
- Continue implementations of Common Core Standards using critical thinking strategies that deepen comprehension, writing and verbal skills
- Differentiated instruction for inclusion students
- Promote and develop writing strategies that integrate Common Core Standards
- Develop and implement brain-based instructional strategies
- Continue and expand strategies for all English learners
- Facilitate principal walk-throughs with the Liaison
- Support of principals in acquiring materials and implementation of the program
- Focus on academic vocabulary strategies in all content areas
- Provide new websites and technology support for literacy
- Continue to develop and enhance teacher technology skills
- Coaches will continue to address individual teachers needs throughout the year
- Dissemination of coaching model, interventions and assessment results to broader educational community
- Training of para-professionals in literacy strategies to use in their classrooms
- Written evaluation report documenting content the process of project and student assessment results
- Complimentary registration and training for all participating teachers at the *Distinguished Speaker Series* at Saint Mary's College
- Provide the Diocese with a Summative Reflection of Practice Celebration during the year



Saint Mary's College of California Kalmanovitz School of Education

Organization Summary

Saint Mary's College is located in Moraga, California, 20 miles east of San Francisco. The college enrolls 2,802 undergraduate students and 1,106 graduate and professional students, for a total enrollment of 3,908 in the 2016-2017 academic year. Saint Mary's is led by James A. Donahue, Ph.D., 29th president of the college and Saint Mary's first lay president, who began his service in 2013.

The college was founded in 1863 and moved to the current 420-acre campus in 1928. It became co-educational in 1970. Initially serving students' needs with commercial, classical, and scientific programs, Saint Mary's recreated its curriculum in 1943 to emphasize the deep and broad study of the liberal arts and its value for an examined life. Today the three founding traditions—liberal arts, Lasallian, and Catholic—intersect across Saint Mary's four schools: the Kalmanovitz School of Education, School of Economics and Business Administration, School of Liberal Arts, and School of Science. With its academic rigor and rich opportunities for student-faculty research and collaboration, a Saint Mary's education lays the foundation for success in business, law, finance, medicine, education, government, the arts, and many other areas.

The Kalmanovitz School of Education (KSOE) was founded in 1967 to help educate the region's K-12 teachers. KSOE is a student-centered learning community that inspires excellence and innovation in counseling, education, and leadership. Through the practice of shared inquiry, active and collaborative learning, and community engagement, KSOE empowers students to lead change according to the principles of social justice and the common good. The programs at KSOE strive for educational excellence and innovation through its unique student-centered learning environment. The KSOE offers a special class of teaching programs for both experienced teachers and those just getting started in their careers. The school offers programs in a variety of teaching fields and grade levels, with an emphasis on giving each student real classroom experience. Through active and collaborative learning, students are prepared to be effective and innovative educators, to put the learner first, and to work toward the elimination of educational inequities based on race, ethnicity, culture, gender, social class, language, or disability.

KSOE has a statewide and national reputation for its excellence in educating counselors, teachers, and leaders. The school is an innovative academic resource center and active learning environment specializing in environmental literacy, Lasallian and urban education. It is distinguished for partnerships with schools and other organizations emphasizing community engagement, and community-based research.

As part of our commitment to urban education, literacy coaches have been trained by faculty in the Kalmanovitz School of Education for the past six years to provide professional development, coaching, observation and interventions to 5 schools in the Oakland Diocese of schools. This program, entitled "*LIFT UP! Literacy Innovations for Teachers: Urban Partnership*" has been very successful in raising the literacy achievement scores and proficiency of students enrolled in St. Anthony, St. Jarlath and St. Martin dePorres schools residing in the Oakland Unified School District. We are deeply committed to continuing this program to make a difference to students in these disadvantaged schools.



LIFT UP! 2016-17

Program Overview

The Literacy Innovations for Teachers Urban Partnership (LIFT UP!) project began in 2010, with Oakland Diocese schools. LIFT UP! is a literacy coaching collaboration between Saint Mary's College of California and the Diocese of Oakland. During its first year the focus was on three schools, Saint Anthony Elementary, and Saint Martin de Porres Elementary. In the second and third years Saint Jarlath Elementary was added. In the fourth year St. Cornelius and Our Lady of the Rosary were added. The goal of the program is to have all primary grade students (Kindergarten through third grade) acquire the necessary literacy skills to become effective learners.

To achieve this goal, all primary grade teachers in the five schools were involved in monthly staff development sessions and weekly literacy coaching sessions from the literacy coaches. They were trained in successful research based literacy instruction strategies and effective assessment strategies. Some of these strategies included: a variety of literacy assessments, shared reading, interactive reading, read alouds, morning message, word wall creation, spelling strategies, phonemic awareness strategies, making words, comprehension activities, critical thinking, vocabulary development, shared writing, ELL strategies and interactive writing. The teachers were observed by coaches and held follow-up conferences to reflect on their teaching and discussion of areas for improvement. Student process was monitored by assessments and the data was analyzed to ensure literacy growth.

The teachers were provided with staff development and support in formative assessments for early literacy skills based upon California State Standards and Common Core Standards for grades K-3. The assessments were modeled and teachers were strongly supported with implementation of the assessments as well as strategies to develop these skills for students below proficiency. The assessments were administered at the beginning of the academic and at the end to determine student mastery. These assessments were made available to the next year's teacher as a baseline for their future instruction.

Materials for strategy instruction were provided to all participating teachers including resources to strengthen the use of their technology with suggested researched "apps" and a variety of ways to use technology in the classroom. Leveled books for each classroom have been provided during the past five years to support guided reading and encourage family reading at home. Schools have been given professional books and children's books to develop professional and classroom libraries at each site.



LIFT UP Staff Bios for 2015-16

Dr. Kathy Perez—Director of LIFT UP: an award-winning classroom teacher, administrator and author. She has worked with students from preschoolers to college graduates. Dr. Kathy is currently a Professor of Education at Saint Mary's College of California, Director of Teaching Leadership and Coordinator of Professional Development and Outreach. A dynamic presenter, and "education evangelist," she has the experience to captivate and motivate her audiences. Dr. Perez has worked extensively with teachers, administrators and parents throughout the United States, Canada, Europe, Caribbean, Africa, New Zealand, Australia, Thailand, Hong Kong and Singapore. Her best-selling books include: *More Than 100+ Brain Friendly Tools and Strategies for Literacy!*, *Co-Teaching Book of Lists: A Practical Guide for Teachers* and her latest: *The New Inclusion: Differentiated Strategies to Engage ALL Students!*

Dr. Mary Kay Moskal—Associate Dean, Professor of Literacy: holds a doctorate degree in Reading and Language. She is the Associate Dean of the Kalmanovitz School of Education and Professor at Saint Mary's College. She taught in the primary grades for 20 years and continues to support readers who struggle. Dr. Moskal assists the LIFT UP team in multiple ways to support coaching and literacy development.

Mary Dierking—Lift Up! Consultant: holds a Master's Degree from Saint Mary's College, is a BTSA Facilitator, and has been a Literacy Coach for Alameda Unified for 10 years and award-winning teacher in K-5 grades for 29 years. Provided staff development for literacy in Alameda Unified and has been a Step Up To Writing presenter. For the last 10 years Mary has been an instructor for Saint Mary's in the Graduate Program. She is a Student Teaching Supervisor for Saint Mary's College. She is currently the Lift Up! Consultant and Co-developer of the Lift Up Program and its implementation.

Ann Thomas—Lift Up! Liaison: began her teaching career 20 years ago as a classroom teacher. During this span her experience has included K-5 classroom teacher, Reading Intervention, and Literacy Clinic tutor. She has credentials and certifications for; Multiple Subjects, CLAD and Reading, completing both her credential and the Reading Leadership program at Saint Mary's College, Moraga. She has been a Lift Up! Coach for two years. She is currently a K-3 Liaison with Lift Up!,

Susan Clemo—Lift Up! Coach: holds a Master's Degree from Saint Mary's College. Instructor and Supervisor, Saint Mary's College; She has been a facilitator for Saint Mary's Saturday Seminars (BTSA); Facilitator for Learning Communities and Advisor and Chair for students writing Master's Thesis, Saint Mary's College. Susan has taught for 43 years with experience in grades K-8.

Lindsay McComick—Lift Up! Coach: holds a Master's Degree from Saint Mary's College, Specialist Instruction Credential, Multiple Subject Credential, and California Reading Certificate. Lindsay has worked as a Reading Specialist, Small Group English Language Support for Grades 1-5 and has taught Kg and first grade. She has been a facilitator and presenter for Common Core. She has worked on the English Language Arts Adoption & Evaluation Committees and has been a member of the English Language Arts Leader Committee.

Kathy DeRenzi—Lift Up! Coach: holds a Master's in Teaching Leadership, Reading Specialist Certificate, and Multiple Subject Teaching Credential. She has taught first, and second grade in a number of schools. She has worked on the GLAD Training for MDUSD, Leadership Team for SRVUSD, District Report Card Committee for SRVUSD. She is a BTSA Mentor for SRVUSD, Literacy Leader, Empower U Trainer and served on the District Common Core Report Committee. She has been Teacher of the Year for SRVUSD.

Marjorie Rowe—Lift Up! Coach: Marjorie Rowe taught at the elementary level (Grade 1 & 2) for 12 years in Massachusetts and Virginia before moving to the Bay Area last summer to begin doctoral studies in the Language, Literacy, and Culture program in the Graduate School of Education at UC Berkeley. She holds a B.A. in psychology from Wellesley College and an M.Ed. in reading education from Lesley University. She went on to hold a position as an elementary reading specialist, working with students and teachers in grades 1-5. Most recently, she served as a teacher leader in Reading Recovery, a preventive early literacy intervention for first graders. Marjorie became a Teacher Consultant with the Buzzards Bay Writing Project (UMass Dartmouth) in 2004 and has been fortunate to continue in that role with the Bay Area Writing Project (BAWP) at UC Berkeley. This summer she taught at a Young Writers Camp sponsored by BAWP for students entering grades 3-8.

Christina Nitsos—Lift Up! Assessment Evaluator: Christina holds a Master's Degree in Teaching Leadership from St. Mary's College. Currently, she is a First Grade Teacher. She has taught First Grade, Kindergarten, and English Language Learners for more than a decade. Additionally, Christina has attended Writing Institutes at Columbia University's Teachers College. She continues to work with staff developers from Teachers College and literacy coaches to implement Reading and Writing Workshop curriculum.

Saint Mary's College of California
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Moraga, CA 94575
tel. 925.631.4700 fax 925.378.8379
www.stmarys-ca.edu/soe



KALMANOVITZ
SCHOOL OF
EDUCATION

December 16, 2016

Please accept this letter of verification that the following instructors will be serving as Literacy Coaches for the Oakland Diocese in the LIFT UP Program:

- **_Mary Dierking Fingerprint ATI #B323DIM629**
- **_Nancy Baum Fingerprint ATI #B316BAN615**
- **_Susan Clemo Fingerprint ATI #B323CLS626**
- **_Ann Thomas Fingerprint ATI # B323THA627**
- **_Lindsay McCormick Fingerprint ATI # B260MCL405**
- **_Marjorie Rowe Fingerprint ATI #B251ROM 365**
- **Anne Levy Fingerprint ATI # B342LEA642**
- **Kathy De Renzi Fingerprint ATI # B237DEK120**

They have passed (negative reading) the tuberculosis test and have successfully cleared the criminal history review process. Please contact me if you have any further questions or require additional information.

Sincerely,
Mary Dierking

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YY)
3/15/17

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 require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Heffernan Insurance Brokers
1350 Carback Avenue
Walnut Creek, CA 94596
CA License #0564249

INSURED
Salim Mary's College of California
P.O. Box 3554
Moraga CA 94575

INSURERS AFFORDING COVERAGE

INSURER A:	Prudential Indemnity
INSURER B:	United Educators
INSURER C:	Travelers Property Casualty Co. of America
INSURER D:	
INSURER E:	
INSURER F:	


CONTACT: Sheilene Gonzales
PHONE (A/C No./Ext): 925-934-8500
FAX (A/C No.): 925-934-8278
EMAIL: sheilene@heffernan.com
ADDRESS:

THIS IS TO CERTIFY THAT 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.

TYPE OF INSURANCE	APPL. USR. WVD.	POLICY NUMBER	POLICY EFF. DATE/TERM	POLICY EXP. DATE/TERM	LAITS
A GENERAL LIABILITY	X	PFPK1517794	08/01/16	08/01/17	EACH OCCURRENCE \$1,000,000
					AGGREGATE \$1,000,000
A COMMERCIAL GENERAL LIABILITY	X	PFPK1517794	08/01/16	08/01/17	DAMAGE TO RENTED PREMISES (EA. OCCURRENCE) \$300,000
					ADVERTISING (EA. OCCURRENCE) \$5,000
A ANY AUTO	X	PFPK1517794	08/01/16	08/01/17	BOILER MAINTN (Per person) \$
					PROPERTY DAMAGE (Per accident) \$
A SCHEDULED AUTOS	X	PFPK1517794	08/01/16	08/01/17	BOILER MAINTN (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
A ALL OWNED AUTOS	X	PFPK1517794	08/01/16	08/01/17	BOILER MAINTN (Per person) \$
					PROPERTY DAMAGE (Per accident) \$
A HIRER AUTOS	X	PFPK1517794	08/01/16	08/01/17	BOILER MAINTN (Per person) \$
					PROPERTY DAMAGE (Per accident) \$
A HIRER AUTOS	X	PFPK1517794	08/01/16	08/01/17	BOILER MAINTN (Per person) \$
					PROPERTY DAMAGE (Per accident) \$
B UMBERLIA LMB	X	GLX20180069700	08/01/16	08/01/17	DEDUCTIBLES CONSOL. \$1,000
					AGGREGATE \$25,000,000
C WORKERS COMPENSATION AND EMPLOYERS LIABILITY	NA	TC2JUB419J80316	07/01/16	07/01/17	EACH OCCURRENCE \$1,000,000
					AGGREGATE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, additional Remarks Schedule, if more space is required)
 For As For Contract or Agreement on File with Insured, Oakland Unified School District is included as an additional insured on General Liability policy per the attached endorsement. If required, this certificate replaces and supersedes all previously issued certificates.

CERTIFICATE HOLDER
 Oakland Unified School District
 Attn: Risk Management
 900 High Street
 Oakland CA 94601

AUTHORIZED REPRESENTATIVE


SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Policy Number: PHPK1517794

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT
SCHOOLS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

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

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$300,000	2
Extended Property Damage	Included	2
Non-Owned Watercraft	Less than 58 feet	2
Supplementary Payments - Bail Bonds	\$2,500	2
Supplementary Payment - Loss of Earnings	\$500 per day	2
Medical Payments	\$15,000	3
Medical Payments-Extended Reporting Period	3 years	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Additional Insured - Medical Directors and Administrators	Included	3
Additional Insured - Managers and Supervisors	Included	3
Additional Insured - Broadened Named Insured	Included	3
Additional Insured - Funding Source	Included	3
Additional Insured - Managers or Lessors of Premises	Included	4
Additional Insured - By Contract, Agreement or Permit	Included	4
Additional Insured - Broad Form Vendors	Included	4
General Aggregate - Per Campus	Included	5
Duties in the Event of Occurrence, Claim or Suit	Included	6
Other Insurance - Primary Additional Insured	Included	6
Other Insurance - You Are An Additional Insured On Another Person's Or Organization's Policy.	Included	7
Unintentional Failure to Disclose Hazards	Included	8
Liberalization	Included	8
Bodily Injury - Includes Mental Anguish	Included	8
Personal and Advertising Injury - Includes Abuse of Process, Discrimination	Included	8
Transfer of Rights of Recovery Against Others To Us	Clarification	8
Science Laboratory "Occurrence"	\$50,000	9
Medical Incident Liability-Nurse and Athletic Trainer	Included	9

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A. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. The last paragraph of SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;
 - b. SECTION III - LIMITS OF INSURANCE, Paragraph 6.;
 - c. SECTION V - DEFINITIONS, Paragraph 9.a.
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words "Fire insurance" are changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
 - a. \$300,000; or
 - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

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

B. Extended "Property Damage"

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

- a. **Expected or Intended Injury**
"Bodily injury" or "Property Damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. Non-Owned Watercraft

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is amended to read as follows:

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

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

D. Supplementary Payments

Under the SUPPLEMENTARY PAYMENTS - COVERAGE A AND B provision, items 1.b. and 1.d.

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are amended as follows:

1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

E. Medical Payments - Limit Increased to \$15,000, Extended Reporting Period

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

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$15,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I - COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement**, the second part of Paragraph a. is amended to read:

provided that:

- (2) The expenses are incurred and reported to us within three years of the date of the accident;

F. Employee Indemnification Defense Coverage

Under the **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** provision, the following is added:

3. We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

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

G. SECTION II - WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is changed to read:
 - a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
 - a. **Medical Directors and Administrators** - Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such.
 - b. **Managers and Supervisors** - If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.
 - c. **Broadened Named Insured** - Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
 - d. **Funding Source** - Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or

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- (2) Premises they own, maintain or control while you lease or occupy these premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- e. **Managers or Lessors of Premises** - Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:
This insurance does not apply to:
- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- f. **By Contract, Agreement or Permit** - Any person or organization with whom you agreed, because of a written contract or agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.
- (1) This provision does not apply:
 - (a) Unless the written contract or agreement has been executed or permit has been issued prior to the "bodily injury," "property damage," "personal and advertising injury";
 - (b) To any person or organization included as an insured under g. Broad Form Vendors below; or
 - (c) To any person or organization included as an insured by an endorsement issued by us and made a part of this Coverage Part.
 - (2) When an engineer, architect or surveyor becomes an insured under this Coverage Part, the following additional exclusion applies:
 - (i) "Bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (I) The preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (II) Supervisory, inspection, or engineering services.
 - (3) When a lessor of leased equipment becomes an insured under this Coverage Part, the following additional exclusions apply:
 - (a) To any "occurrence" which takes place after the equipment lease expires; or
 - (b) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.
 - (4) When owners or other interests from whom land has been leased become an insured under this Coverage Part, the following additional exclusions apply:
 - (a) Any "occurrence" which takes place after you cease to lease that land; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of the owners or other interests from whom land has been leased.
- g. **Broad Form Vendors** - Any person or organization with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.
- (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

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- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (2) This provision does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- (3) This provision does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
- (4) This provision does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

H. Per Campus – General Aggregate

1. SECTION III – LIMITS OF INSURANCE, Paragraph 2., is amended to the following:

The General Aggregate limit is the most we will pay:

- a. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, and for all medical expenses caused by accidents under SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS which can be attributed only to operations at a single designated "campus" shown in the Declarations.
 - (1) A separate General Aggregate Limit is applicable to each single designated "campus" shown in the Declarations and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - (2) The General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought; or
 - (c) Persons or organizations making claims or bringing "suits".
 - (3) Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the General Aggregate Limit for that designated "campus". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other General Aggregate Limit for any other designated "campus" shown in the Declarations.
 - (4) The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable single designated "campus" General Aggregate Limit.

2. SECTION V – DEFINITIONS is amended by adding the following:

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"Campus" is defined as premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

I. Duties in the Event of Occurrence, Claim or Suit

1. The requirement in Paragraph 2.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:

- a. You, if you are an individual;
- b. A partner, if you are a partnership; or
- c. An executive officer or insurance manager, if you are a corporation.

2. The requirement in Paragraph 2.b. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- a. You, if you are an individual;
- b. A partner, if you are a partnership; or
- c. An executive officer or insurance manager, if you are a corporation.

J. Other Insurance - Primary Additional Insured

1. If the written contract or agreement or permit requires this insurance to be primary for any person or organization with whom you agree to include in SECTION II - WHO IS AN INSURED, then SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance is replaced by the following:

If other valid and collectible insurance is available for a loss we cover under COVERAGE A of this Coverage Part, our obligations are limited as follows:

- a. Primary Insurance - This insurance is primary. We will not seek contributions from other insurance available to the person or organization with whom you agree to include in SECTION II - WHO IS AN INSURED, except when 2. below applies.
- b. Excess insurance - This insurance is excess over any of the other insurance whether primary, excess, contingent or any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (2) That is Fire, lightning or explosion insurance for premises rented to you; or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to SECTION I - COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g.

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

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- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

- c. **Method of Sharing** - If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any or the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's contribution is based on the ratio of its applicable limits of insurance of all insurers.

2. This provision only applies with respect to your operations, "your work" or facilities owned or used by you.

K. Other Insurance – You Are An Additional Insured On Another Person's Or Organization's Policy

If you are an insured under **SECTION II - WHO IS AN INSURED**, then **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. OTHER INSURANCE, Paragraph b. Excess Insurance** is replaced by the following:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

1. That is Fire, Extended Coverage, Builders Risk, Installation Risk or similar coverage for "your work";
2. That is Fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
3. If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I - COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g.**; or
4. When any of the Named Insureds, under this Coverage Part, are additional insureds under a commercial general liability policy or similar insurance of another party.

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insureds.

When this insurance is excess or other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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L. Unintentional Failure To Disclose Hazards

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

M. Liberalization

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

N. Bodily Injury - Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. is changed to read:

"Bodily Injury":

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

O. Personal and Advertising Injury – Abuse of Process, Discrimination

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

1. **SECTION V – DEFINITIONS, Paragraph 14. b.** is revised to read:
 - b. Malicious prosecution or abuse of process:
2. **SECTION V – DEFINITIONS, Paragraph 14.** is amended to include the following:

"Personal Injury" also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

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

P. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 8. Transfer of Rights of Recovery Against Others To Us:**

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

Q. Science Laboratory "Occurrence"

SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph 1, does not apply to any "bodily injury" or "physical damage" arising out of a fire or "occurrence" in any of your science laboratories while teaching is being conducted in that laboratory, subject to a \$50,000 per policy limit.

R. Medical Incident Liability-Nurse and Athletic Trainer

1. SECTION II – WHO IS AN INSURED, Subparagraph 2.a. (1) (d) is deleted and replaced by the following:

(d) Arising out of his or her providing or failing to provide professional medical services. This paragraph does not apply to a registered or practical nurse or athletic trainer, while acting within the scope of his or her duties for the Named Insured and arising out of a "medical incident".

2. SECTION V – DEFINITIONS, 13, is deleted and replaced by the following:

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, and "medical incident".

3. The following definition is added to SECTION V – DEFINITIONS:

"Medical incident" means any act or omission in the furnishing or failure to furnish professional medical services by the insured or any person acting under the personal direction, control, or supervision of the insured. Any such act or omission together with all related acts or omissions in the furnishing of such services to any one person shall be considered one "medical incident".

"Medical incident" does not include any actual, alleged or threatened emotional, physical, or sexual abuse of any patient or professional medical services recipient.