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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Board Meeting Date August 8, 2018
(To be completed by Procurement)

Subject Memorandum of Understanding - Eagles Soar Enterprises, Inc. (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 Eagles Soar Enterprises, Inc. Services to be primarily provided to Community Schools and Student Services Department for the period of December 1, 2017 through December 1, 2020.

Background
A one paragraph explanation of why the consultant's services are needed. Eagles Soar Enterprises provides after-school programming that serves the spiritual and practical needs of students assisting in developing morals and values by teaching them character development, good judgement, and self-control.

Discussion
One paragraph summary of the scope of work. Approval by the Board of Education of a Memorandum of Understanding between District and Eagles Soar Enterprises, Inc., Oakland, CA, for the latter to teach students character building principles through stories, games, crafts, activities, and songs; club activities also help to reinforce reading, writing, and memorization skills for Community United Elementary School, for the period of December 1, 2017 through December 1, 2020, at no cost to the District.

Recommendation Approval by the Board of Education of a Memorandum of Understanding between the District and Eagles Soar Enterprises, Inc. Services to be primarily provided to the Community Schools and Student Services Department for the period of December 1, 2017 through December 1, 2020.

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

Attachments

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



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 18-1649

Department: 922/Community Schools and Student Services

Vendor Name: Eagles Soar Enterprises, Inc.

Contract Term: Start Date: 12/01/2017 End Date: 12/01/2020

Annual Cost: \$ 0

Approved by: Andrea Bustamante

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

School-site selected partner for In-Kind agreement.

Summarize the services this Vendor will be providing.

Kids' Rock Club is a fun-filled, 1.5 hour, Bible based after school program for elementary age children. At Kids' Rock Club, children are taught character-building principles such as, kindness, honesty, integrity, self-discipline, and morals through stories, games, crafts/activities, and songs. Club activities also help to reinforce reading, writing, and memorization skills. Clubs meet just one day a week. All children are welcome to participate in Kids' Rock Club with parent permission.

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 Eagles Soar Enterprises, Inc.
[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):

Community United Elementary 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.”

1. see Exhibit A: Scope of Work

2. see Exhibit B: Statement of Qualifications

3. N/A

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 12/1/2017 -- 12/1/2020 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: Pamela Lindsey
Title: Executive Director
Address: P.O. Box 5133
Oakland, CA 94605
Phone: (510) 301-6103
E-mail: pamlindsey.therock@gmail.com

OUSD Sponsoring School/Department: CUES

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

Aimee Eng 8/9/18
 President, Board of Education Date (mm/dd/year)
 Superintendent
 Chief or Deputy Chief

[Signature] 8/9/18
Secretary, Board of Education Date (mm/dd/year)

CONTRACTOR

Pamela Lindsey 12/1/17
Contractor Signature Date (mm/dd/year)

Pamela Lindsey, Executive Director
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]* 7/13/18
Michael L. Smith, Attorney at Law
(REC'D 7/13/18)

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



2004

ESE

Eagles Soar Enterprises, Inc.

Reaching children and families with the message of hope!

EXHIBIT "A" SCOPE OF WORK

Description of Services to be Provided and Expected Outcomes:

Service to be provided is an after-school enrichment program called Kids' Rock Club. The Kids' Rock Club serves all children (with parent permission) in grades K – 6, with a fun-filled, 1.5 hour, Bible-based program held during after school hours one day a week. Kids' Rock Club is provided free of charge to the children, families, and the school. In Kids' Rock Club, children are taught character building, such as, tolerance, kindness, honesty, integrity, self-discipline, and morals through stories, games, arts/crafts, songs, and other activities. The program also includes activities that will help reinforce reading, writing, and memorization skills.

Through participation in Kids' Rock Club, children will be provided the opportunity to practice and develop these qualities, equipping them with the skills needed to be successful and productive in the future and to become contributing members of their community.

Reaching children and families everywhere



ESE
Eagles Soar Enterprises, Inc.

Reaching children and families with the message of hope!

EXHIBIT "B" STATEMENT OF QUALIFICATIONS

Description of Organization and Relevant Experience

Service to be provided is an after-school enrichment program called Kids' Rock Club (KRC). The Kids' Rock Club is a program of Eagles Soar Enterprises, Inc., a 501 (c) 3 non-profit organization which seeks to serve children and families in the community. Kids Rock Clubs are sponsored by Eagles Soar Enterprises in conjunction with the faith-based community and local churches which provide volunteers, funding and community involvement for the school.

Kids' Rock Clubs have effectively served children and families in many east bay school districts over the past three years. Parents have expressed delight and gratitude for having KRCs at their child's school. Also, children look forward to attending Club each week. Principals and teachers have said they can see a difference in kids who attend our program and have expressed appreciation because it assists in developing children with good morals and values for the public elementary school by teaching them character development, good judgment, and self-control.

Reaching children and families everywhere



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/05/2017

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).

PRODUCER Pacific Horizon Insurance Services (P 510-995-8033) 1600 Harbor Bay Parkway, Suite 130 Alameda, CA 94502	CONTACT NAME: Greg Dumas PHONE (A/C, No, Ext): (510) 995-8033 E-MAIL ADDRESS: gdumas@pacifichorizonins.com	FAX (A/C, No): (510) 995-8919
	INSURER(S) AFFORDING COVERAGE	
INSURED Eagles Soar Enterprises, Inc. P.O. Box 5133 Oakland, CA 94605	INSURER A: GuideOne Mutual Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC # 15032

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1436-489	02/01/2017	02/01/2018	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000.00 MED EXP (Any one person) \$ 2,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 1,000,000.00 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			1436-489	02/01/2017	02/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	SEXUAL ABUSE COVERAGE			1436-489	02/01/2017	02/01/2018	\$100,000 (Each Occ) / \$300,000 (Agg)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage; and if required under a written contract, agreement or permit, the CERTIFICATE HOLDER and its members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees are also included as an ADDITIONAL INSURED but only with respect to the NAMED INSURED's ongoing operations.

Please see the attached Blanket Additional Insured Policy Endorsement (page 5 of 6). insured Persons or Organizations for details.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District Attention: Risk Management 1000 Broadway Suite 440 Oakland, CA 94607	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 
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FaithGuard® Coverage For Religious Institutions (Program Summary)

To help safeguard the people, property and ministries of religious institutions, GuideOne has developed superior expertise and a lineup of coverages and services that leads the industry. This document is designed to provide a summary of the highlights and features of our program and should not be used as a substitute of the actual policy language. For complete details of the coverages, limits, terms and conditions provided, please refer to the insurance policy. Some coverages may not be available in all states. Contact your underwriter to verify the availability of the coverages and limits shown below.

Property Coverage	
Covered Property	
Building Property	Includes signs, radio and television antennas and satellite dishes attached to building or within 1,000 ft. of the described premises. See "Additional Coverages, Conditions or Coverage Extensions" section below, for unattached signs. Includes walls (also retaining walls), fences and walks. Implied inclusion of altars, pulpits, pews, organs, and window glass, when permanently attached to building.
Business Personal Property	Coverage is available for business personal property within 1,000 feet of the described premises.
Personal Property of Others	Covered while on the described premises, up to the contents limit, for personal property belonging to the insured's ministers, managerial employees, officers or directors; or for personal property of others used by the insured for business purposes.
Property Additional Coverages, Conditions, or Coverage Extensions	
Accounts Receivable	\$50,000.
Appurtenant Buildings and Property in the Open	\$50,000 for appurtenant buildings; personal property in the appurtenant buildings; and park and playground equipment, gravestones, markers and freestanding structures. \$500 deductible.
Automated External Defibrillators	\$5,000 if the applicable Limits of Insurance are otherwise exhausted.
Business Income and Extra Expense (Indirect Loss)	\$100,000 for any combination of the following: <ul style="list-style-type: none"> • Business Income incl. Rental Income • Extra Expense • Tuition Fees • Emergency Evacuation • Civil Authority (3 weeks) • Alterations and New Buildings • Violent Incident (business income only); Specified extra expenses paid under Violent Incident Response Coverage (described under Liability Coverage section) 30-day extended business income.
Debris Removal	25% of the loss (subject to policy limits), plus \$25,000 if the Limit of Insurance is exceeded, to remove debris of covered property.
Deductible Features	If two or more coverages provided as part of the package policy apply to a single occurrence of loss, only the largest single deductible among those coverages will be applied to the loss unless otherwise specified.
Dwelling Personal Property of the Insured	\$2,500 for owned personal property in a dwelling occupied by not more than 4 families (not including a clergy residence).

Property Additional Coverages, Conditions, or Coverage Extensions (continued)	
Earthquake Sprinkler Leakage	\$10,000 for each 12-month policy period.
Electronic Data – Cost to Restore or Replace	\$5,000 per policy year for loss from the specified perils to Electronic Data. Virus is a covered cause of loss. Higher limits available on an Inland Marine policy.
Equipment Breakdown	<p>Included for direct physical damage resulting from mechanical breakdown, artificially generated electric current, steam explosion or other loss or damage to steam and water heating equipment.</p> <p>Coverages include:</p> <ul style="list-style-type: none"> • \$50,000 Expediting expenses; • \$50,000 Hazardous substances; • \$100,000 Spoilage; • \$50,000 Data restoration; • \$50,000 Animals; and • Service Interruption (up to the business income and extra expense coverage limit) and Drying Out of electrical equipment.
Fine Arts	\$25,000 subject to the policy deductible shown in the Declarations. Higher limits are available on an Inland Marine policy. Stained glass windows may be included within the Building limits shown in the Declarations.
Fire and Security Alarm System Upgrade	25% of the amount needed to upgrade the system being replaced, not to exceed \$10,000.
Fire Dept. Service Charge	Pays the actual cost of the service charge. No deductible.
Fire Extinguisher and Automatic Fire Suppression System Recharge	\$10,000. No deductible.
Inflation Protection	Building limits are automatically increased each year, based on the current local cost index.
Information Reward	\$15,000 for information that leads to a conviction for arson, theft or vandalism, but not to exceed the amount paid for the direct loss or damage. No deductible.
Installation Property	\$5,000 for property that will become a permanent part of the insured's installation or fabrication project. \$500 deductible.
Leasehold Interest and Cancelled Lease Moving Expenses	\$10,000 for lease differential costs for a specified duration and cancelled lease moving expenses, if a lease is cancelled because of loss or damage from a covered cause of loss. \$500 deductible.
Lock Replacement	\$10,000 to replace locks if keys are stolen during a theft, burglary or robbery loss. No deductible.
Loss Data Preparation Expenses	\$5,000. No deductible.
Maintenance Equipment	\$10,000 if the applicable Limits of Insurance are otherwise exhausted.
Newly Acquired Buildings, New Additions and New Construction	\$2 Million for newly acquired or constructed buildings and contents. 180 day limitation.
Non-Owned Detached Trailers	\$5,000. Coverage is excess over any other insurance covering the trailers.

Property Additional Coverages, Conditions, or Coverage Extensions (continued)	
Outdoor Signs	\$15,000 subject to a \$500 deductible. No Coverage Territory restrictions – can be located anywhere. Signs on or within 1,000 feet of premises are defined as part of the building. Higher amounts are available on an Inland Marine policy.
Ordinance or Law	Coverage is provided as shown below, if resulting from the enforcement of any ordinance or law regulating the demolition, repair or reconstruction of a building: <ul style="list-style-type: none"> • \$350,000 for loss of value of the undamaged portion of a building. • \$350,000 for the costs to demolish and clear the undamaged portion of the building. • \$250,000 for increased cost of construction.
Personal Effects and Property of Others	At the insured's premises: <ul style="list-style-type: none"> • \$25,000 for any one occurrence. No deductible. Away from the insured's premises and used for business purposes or during the insured's sponsored activities: <ul style="list-style-type: none"> • \$2,500 for any one occurrence. \$250 deductible. Coverage is provided on a Replacement Cost basis, as excess coverage over the property owner's insurance. Coverage is excluded while at any residence premises or while in the custody of a public carrier of persons or property.
Pollution Cleanup and Removal	\$25,000 for each 12-month policy period.
Preservation of Property	Pays for damage to property that has been moved to preserve it from damage by a covered cause of loss, if the damage occurs within 60 days of when it was first moved.
Property Off Premises	\$50,000 subject to a \$500 deductible. Coverage includes property in transit and while at any fair, trade show, or exhibition. No Coverage Territory restrictions.
Property In Transit	See Property Off Premises, above.
Radio and Television Antennas and Satellite Dishes	\$15,000 subject to a \$500 deductible. Includes Debris Removal expense from any Covered Cause of Loss.
Replacement Cost Valuation	Replacement Cost valuation is standard. Even if the Actual Cash Value option is selected, valuation will be at Replacement Cost (except for awnings and outdoor equipment) if the cost of building repair or replacement is less than \$5,000 and complies with insurance to value requirements.
Refrigerated Products Loss	\$25,000 subject to a \$500 deductible.
Sewer, Drain, or Sump Backup or Overflow	Up to policy limit, subject to the policy deductible.
Trees, shrubs, plants and lawns	\$25,000 subject to \$2,500 maximum per any one item, and a \$500 deductible. Causes of Loss are limited, but theft is included.
Utility Services – Direct Damage	\$10,000 for each occurrence. Does not include overhead transmission lines.
Utility Services – Indirect Damage	\$10,000 for each occurrence. Does not include overhead transmission lines.
Vacancy Clause	Payment restrictions in the Vacancy clause do not apply to dwellings maintained for occupancy by a minister or staff member.
Valuable Papers and Records	\$50,000 subject to a \$500 deductible. Exclusion of coverage for electronic data applies to Valuable Papers. (See separate entry for Electronic Data, above.)

Commonly Requested Optional Coverages Available – Property

Electronic Data Processing Equipment and Media	EDP coverage on an Inland Marine policy, for additional protection beyond that provided by the Property policy. (Computer Equipment may be included in the Property policy, with \$5,000 per policy year for Electronic Data, covered for specified perils.)
Employee Dishonesty	Available on a Crime policy, for loss of money, securities or other property resulting from employee theft.
Fine Arts	Available on an Inland Marine policy, for additional coverage of fine arts beyond that provided by the Property policy.
Green Upgrade	Pays additional costs to upgrade to more energy efficient and environmentally friendly building components and appliances, when covered property damage occurs. Provides for an additional 25% of the value of the damaged property being upgraded, not to exceed \$100,000 for the specifically scheduled locations.
Key Person Replacement Expenses	Reimburses the insured for recruitment expenses to replace a senior pastor or executive pastor, in case of their death that occurs because of a work-related accident.
Limited Flood Coverage	Provides up to \$10,000 of building and personal property coverage when loss or damage is a direct result of flood.
Ministers Business Personal Property	Available on an Inland Marine policy, for business personal property owned by the minister that is usual and customary to the ministerial profession.
Money & Securities – Theft, Disappearance	Available on a Crime policy, for loss of money and securities resulting from theft, disappearance or destruction committed by non-employees.
Musical Instruments	Available on an Inland Marine policy, for the insured's musical instruments that may be used on or off premises, and for similar property of others that is in the insured's custody.

*Optional coverages in addition to those identified above may also be available.
Contact your underwriter to request coverages not shown above.*

Liability Coverage

Athletic and Sports Activities	Included under the Medical Payments Coverage, as excess coverage, whether the athletic activities are conducted on a formal or informal basis.
Counseling Liability	<p>Automatically included within the definition and limit applicable to Personal and Advertising Injury:</p> <ul style="list-style-type: none"> • For spiritual counseling performed by the insured's minister, or by an employee or volunteer, when acting under the minister's direction. • Performed by a person training to become a counselor, for spiritual counseling under the direction of the insured's minister or school principal. • Performed by the insured's school counselor, to provide students counseling or certain academic guidance. <p>Available by endorsement, when counseling is provided for a fee, or for counseling provided by employees or volunteers who are licensed mental health care practitioners.</p>
Damage To Premises Rented To You	Included up to the specified Limit of Insurance (usually equal to the Each Occurrence limit). Includes damage caused by fire, lightning, explosion and sprinkler leakage.
Incidental Medical Malpractice – First Aid	Coverage is provided under Coverage A – Bodily Injury and Property Damage, for the administration of, or failure to administer, first aid, including the use of automated external defibrillators. Coverage is also provided up to the Medical Payments limit, for first aid administered at the time of an accident.
Injury On Property You Own That The Injured Person Normally Occupies	Included under the Medical Payments Coverage, when the person is engaged in an authorized church-sponsored activity.

Liability Coverage (continued)

Injury To Children At Day Nurseries	Included under the Medical Payments Coverage, for care of children while the parents are attending church activities including parent day out programs.
Injury To Sunday School Students	Included under the Medical Payments Coverage.
Insured Persons or Organizations	<p>Status as an insured is automatically extended to the following:</p> <ul style="list-style-type: none"> • Ministers employed by, or duly assigned to, the religious organization • Employees and volunteer workers • The religious organization's members, trustees or officials • Members of the religious organization's board, council, deaconry or vestry • Sunday School teachers and superintendents • Student teachers, teaching as part of their educational requirements • School nurses and student nurses • Hierarchical governing bodies of the established religious denomination with which the insured is affiliated • Any religious organization authorized and controlled by the insured <p>Status as an additional insured is automatically extended to the following, if agreed upon by written contract prior to the loss occurrence:</p> <ul style="list-style-type: none"> • Mortgagees, assignees or receivers • Lessor of leased land • Co-owner of the insured's premises • State or political subdivisions
Intentional Injury Coverage	Provided for bodily injury and property damage, resulting from reasonable force to protect people or property.
Legal Expense Reimbursement	\$15,000 for each occurrence, subject to a \$45,000 aggregate per annual policy period, for reimbursement of the insured's legal expenses for the defense of civil suits that are not otherwise covered by insurance. \$1,000 deductible.
Loss Of Earnings	Up to \$500 per day, for time off work while assisting in the defense of a claim, as a Supplemental Payment.
Loss of Life	\$10,000 included under the Medical Payments Coverage.
Loss Of Property Of Others	Up to \$1,000 for loss caused by persons participating in your organized activities, as a Supplemental Payment.
Newly Formed Or Acquired Organizations	Included as insureds for up to 365 days or until policy expiration.
Non-owned Watercraft Liability	Covers bodily injury and property damage for non-owned watercraft of <u>any length</u> not being used to carry persons or property for a charge.
Product Recall Expenses	\$25,000 provided as an Additional Supplementary Payment, for expenses related to the recall of the insured's product.
Violent Incident Response Coverage	<p>\$300,000 total limit, subject to the following:</p> <ul style="list-style-type: none"> • \$200,000 Individual Expenses Aggregate Limit <ul style="list-style-type: none"> ○ \$50,000 Individual Medical Expenses – Each Person ○ \$2,500 Individual Counseling Expenses – Each Person • \$100,000 Organizational Expenses Aggregate Limit, including: <ul style="list-style-type: none"> ○ Group counseling expenses ○ Additional security guard services ○ Public relations services, and related media and communication costs

Commonly Requested Optional Coverages Available – Liability

Counseling Liability – Licensed or Fee-based	Coverage is available by endorsement, when counseling is provided for a fee, or for counseling provided by employees or volunteers who are licensed mental health care practitioners.
Directors And Officers Liability	Protection for the acts or decisions of the organization's directors and officers. Occurrence and Claims-made coverage triggers available. Defense costs are in addition to the limits of liability.
Educators Liability	Coverage for directors, officers and educators, with a claims-made coverage trigger. Defense costs are provided in addition to the limits of liability.
Employee Benefits Liability	Coverage for the administration of an employee benefits program. Occurrence and Claims-made coverage triggers available. Defense costs are provided in addition to the limits of liability.
Employment Practices Liability	Coverage for employment-related practices that affect a person's employment status with the insured. Coverage features include a claims-made coverage trigger, and defense costs within the limits of liability.
Hired and Non-owned Auto Liability	Coverage is available on a Business Auto policy, or as an endorsement added to the Commercial General Liability policy, for vehicles that are hired, rented or borrowed from others (excluding employees), or for vehicles owned by employees and used for business purposes.
Lost Wages Coverage	Reimburses an injured person for their lost wages while away from work because of an accident, regardless of fault.
Parish Nurse Liability	Provides coverage for a professional act or omission in the furnishing of services by a parish nurse.
Sexual Misconduct Liability	Coverage for acts of sexual misconduct or molestation, and includes \$10,000 limit for Medical Payments and Counseling Expenses. Occurrence and Claims-made coverage triggers available. Defense costs are in addition to the limits of liability.
<i>Optional coverages in addition to those identified above may also be available. Contact your underwriter to request coverages not shown above.</i>	
Other Policies or Coverages Available	
Business Auto Policy	Coverage for an insured organization's owned vehicles, as well as vehicles that are hired, rented or borrowed.
Workers Compensation and Employers Liability	Coverage for work-related accidental injury or disease, available in most states.
Umbrella Liability Policy	Coverage that provides an extra layer of protection over the underlying General Liability, Business Auto, and Employers Liability policies or coverages.
Cyber Liability Policy	Coverage for liability arising out of computer use and the Internet, as well as electronic and non-electronic privacy breach. Coverages include Network Security And Privacy Liability, Electronic Media Liability and Funds Transfer Fraud Liability. Privacy Breach Expenses can also be included.