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| Enactment Date | 11/14/18 LF |



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Andrea Bustamante, Executive Director, Community Schools and Student Services Dept.
Ali Metzler, Coordinator, Community School Leadership

Board Meeting Date October 10, 2018

Subject Memorandum of Understanding
Contractor: Oakland Youth Chorus
Services For: Community Partnerships, Community Schools and Student Services Dept.

Action Requested and Recommendation

Approval by the Board of Education of a Memorandum of Understanding between the District and Oakland Youth Chorus, Oakland, CA, for the latter to provide access to high quality music and choral education and performance opportunities reflecting the cultural diversity of the area; engage children and youth in meaningful, yearlong music education programming resulting in increases in musical skills, knowledge, and performance confidence; strengthen community-based programming at our all-city and neighborhood based sites, fostering cross-cultural participation and community building; unique performance opportunities that engage students and families, acquaint them with different neighborhoods, and promote cross-cultural understanding through building friendships within the chorus, for Kindergarten through 8th grade students at Chabot, Piedmont, Hillcrest, Manzanita Community, Kaiser, Allendale, Redwood Heights, Greenleaf, RISE Community and Peralta Elementary Schools; and Bret Harte and Edna Brewer Middle Schools for the period of August 13, 2018 through August 1, 2021, at no cost to the District.

Background

(Why do we need these services? Why have you selected this vendor?)

Oakland Youth Chorus (OYC) provides joyful and affirming music education and performance programs that focus on musical excellence at all levels while nurturing the development of the whole child. OYC singers develop self-confidence, respect for the music of several cultures, strong friendships and community engagement, and a lifelong love of music.

Competitively Bid

Was this contract competitively bid? No
If no, exception: All services are paid from parent fees or In-Kind services.

Fiscal Impact

Funding resource(s): Schools authorized parent fees at Hillcrest, Kaiser, and Chabot Elementary Schools. Otherwise, no cost to OUSD for services.

Attachments

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

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 Oakland Youth Chorus
[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):

Chabot Elementary, Piedmont Avenue Elementary, Hillcrest Elementary, Manzanita Community,

Bret Harte MS, Edna Brewer MS, Kaiser Elementary, Allendale Elementary, Redwood Heights,

Greenleaf, RISE Elementary, Peralta Elementary

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.”

costs at Hillcrest, Kaiser, Chabot schools only: \$21/class.

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 08/13/2018 — 08/01/2021 period.
[Insert mm/dd/year] [Insert mm/dd/year]

VII. Termination

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

VIII. Defense/Indemnity/Hold Harmless

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

IX. Jurisdiction

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

X. Notices

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

DISTRICT

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

CONTRACTOR

Contact: Keri Butkevich
Title: Executive Director
Address: 685 14th Street
Oakland, CA 94612
Phone: 510-287-9700
E-mail: keri@oaklandyouthchorus.org

OUSD Sponsoring School/Department: Community Schools and Student Services

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

Amna Eng

- President, Board of Education
- Superintendent
- Chief or Deputy Chief

[Signature]

Secretary, Board of Education

11/15/18
Date (mm/dd/year)

CONTRACTOR

Keri Butkevich

Contractor Signature

07/09/2018
Date (mm/dd/year)

Keri Butkevich, 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 & SUBSTANCE

By: *[Signature]*
Andrea Epps, Attorney at Law

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

EXHIBIT "A" SCOPE OF WORK

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

Middle School Chorus started in 2003 to bridge the gap between Miracle Chorus and our advanced ensembles. We believe in developing accessible pathways for success for at-risk students through the arts, helping them to find their voices and express themselves in healthy ways. In 2018-19, OYC serves 170 singers at four Oakland schools in this program.

Miracle Choruses started in 1998 to address the decreasing availability of music education in schools. 500 elementary school children participate in choral classes in Oakland, Richmond and Alameda.

Multicultural Music in our Schools TK-6 music programs started in 1998 to address the decreasing availability of music education in schools. In 2018-19, OYC works with seven elementary schools in Oakland and Richmond serving full grades and/or full schools with yearlong, sequential, comprehensive music education programs.

Sing Me A Story TK pilot project began in January 2018, serving 4 OUSD TK classes with music instruction that connected and used picture books to teach musical concepts while reinforcing and supporting early literacy development (oral language development, vocabulary, sight words, and comprehension). In 2018-19, we expect to add this to all TK classes in our full school programs and serve 6 additional schools with the TK 15 week program. When funding is available, students receive copies of the books used in the program to build their home libraries.

Program Goals and Objectives: OYC programs strive to reach children who would not otherwise have access to music education. Choruses at all levels provide school and community-based opportunities for youth. OYC's experience developing and sustaining both school and community based programming gives us flexibility in designing programs to reach underserved children and youth. Programs focus on the following outcomes:

1. OYC expects to continue to provide access to high quality music education and performance opportunities reflecting the cultural diversity of the area.
2. OYC programs engage children and youth in meaningful, yearlong music education programming resulting in increases in musical skills, knowledge, and performance confidence.
3. OYC strengthens community based programming at our all-city and neighborhood based sites, fostering cross-cultural participation and community building.
4. OYC will provide unique performance opportunities that engage students and families, acquaint them with different neighborhoods, and promote cross-cultural understanding through building friendships within the chorus.

Broad goals for this program are to:

- reach children and youth who have little or no access to music education or other enrichment activities;
- provide safe and positive out-of-school time activities;
- improve participant self-confidence through performance;
- increase student learning in the arts through building musical skills;
- strengthen multi-cultural respect;
- support academic aspirations;
- develop a positive support network of caring adults and peers; and
- provide unique community-building opportunities.

Specific objectives for Miracle Chorus participants in grades K-5, measured by formal written and performance assessments and surveys, include the following:

- 80% will report enjoying music more than they used to because of their OYC class;
- 90% will report learning to sing songs from different countries;
- 90% will report being able to sing a song from their OYC class from memory;
- 85% will report participating in at least one performance, which builds confidence, public presentation skills, and pride in accomplishment;
- 80% will report being more confident performing music in front of people because of their OYC class;
- 90% will demonstrate increased skill in matching pitches, rhythmic patterning, and 75% will be able to independently complete basic rhythmic and melodic sight reading.

OYC's advanced ensembles have performed with Linda Tillery, Jon Hendricks, Bobby McFerrin, SoVoSo and Nancy Wilson, and collaborated with the Oakland Symphony, Oakland Ballet, Marcus Shelby, Hector Armienta and Opera Cultura, and the Oakland East Bay Gay Men's Chorus.

They can be heard on social justice recordings from the Max Park Band and the Music of the Spheres project from the Andy S. Way Foundation. They can also be heard on Ripple Effects' Bouncy the People trainer I Pad app.

Of the over 1000 singers who have stayed with OYC through their senior year, 90% have gone onto college.

OYC advanced ensembles have performed at the White House, across seven states and in Canada, Jamaica and Japan.

OYC has been recognized by the California Arts Council as an "Exemplary Arts Program", for our multicultural arts education programs grounded in youth development.

EXHIBIT "B" STATEMENT OF QUALIFICATIONS

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

The Oakland Youth Chorus unites diverse communities and transforms young people's lives through excellence in music education and community performance.

Oakland Youth Chorus provides K-12 choral and vocal based general music classes in collaboration and partnership with 20-24 school and community sites throughout the academic year. Our agency infrastructure is comprised of a 3 person administrative leadership team, contracted bookkeeper, part time and temporary administrative support staff, and program staff including a diverse and accomplished team of teaching artists. OYC has served as an after school lead agency in partnership with OUSD for the academic year and for summer programming in comprehensive academic and enrichment programming, preparing the organization for contracting, administrative and reporting requirements needed to effectively partner with the district to provide music program services.

We have a 44 year history of providing quality choral music education and performance programs, and have been working in after school and in school programs in East Bay schools since 1998. The OUSD Music Department has chosen us as their lead agency for the Oakland Summer Jazz camp for OUSD middle school band and orchestra students, and we have also provided the vocal component of that camp since its inception. OYC has served OUSD schools with in-school and after school music instruction and performance programs for 20 years, reaching thousands of students each academic year.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/07/2017

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 have **ADDITIONAL INSURED** provisions or 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 Fidelity Insurance Service a member of United Valley 801 Allston Way Berkeley CA 94710 | | CONTACT NAME: Aliyyah Harvey PHONE (A/C, No, Ext): (510)548-8200 FAX (A/C, No): (510)548-6145 E-MAIL ADDRESS: aharvey@fidelityinsuranceservice.com | |
| INSURED Oakland Youth Chorus 685 14th Street Oakland CA 94612 | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: NIAC | NAIC # 99998 |
| | | INSURER B: | |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** CL1712709878 **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 SUBR INSD 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | 201803969NPO | 01/01/2018 | 01/01/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Improper Sexual Conduct \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY | | 201803969NPO | 01/01/2018 | 01/01/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | 201803969UMBPO | 01/01/2018 | 01/01/2019 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 |
| | 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 <input type="checkbox"/> N/A | N/A | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

Oakland Unified School District is named additional insured with respect to the insured's operations.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District
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



A Head for Insurance. A Heart for Nonprofits.

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

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

COMPANY: Nonprofits Insurance Alliance of California (03969)
POLICY NUMBER: 2018-03969
NAMED INSURED: Oakland Youth Chorus
POLICY CHANGE EFFECTIVE: 07/30/2018
COVERAGE PART AFFECTED: COMMERCIAL GENERAL LIABILITY
POLICY CHANGE#: 1 Page 1

The following additional insured(s) is/are hereby added to the policy:

CG 20 26 Locations - ALL
Oakland Unified School District \$0
1000 Broadway, Ste 440
Oakland, CA 94607
Oakland Unified School District

All other terms, limits and conditions remain the same.

ADDITIONAL PREMIUM: \$0
RETURN PREMIUM: \$0
TOTAL PREMIUM: \$0

Handwritten signature of Pamela C. Q.
AUTHORIZED SIGNATURE

07/30/2018

(00865)

POLICY NUMBER: 2018-03969
Named Insured: Oakland Youth Chorus

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Oakland Unified School District

Oakland Unified School District

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

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

However:

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

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

OAKLAND YOUTH CHORUS

685 Fourteenth Street Oakland, CA 94612
P 510.287.9700 F 510.893.7056 www.oaklandyouthchorus.org

Martin Young
OUSD Community Partnerships

July 11, 2018

Dear Martin:

This letter is to attest that all Oakland Youth Chorus program personnel entering schools and/or interacting with students are screened for TB and their fingerprints are cleared by CA DOJ/FBI with subsequent arrest notifications.

This letter covers the following staff for the 2018-19 season:

Rhonda Crane
La Nell Martin
Keri Butkevich
Holly Burnett Shogbesan
Ariel Andrew
Anna Katibah
Elizabeth Lubin
Brooklyn Page Torres
Marina Zubareva
Trish Yanko
D'Shawn Hunter

OYC will also have a Public Allies fellow covered by this policy.

The following subs have also been cleared by OYC:

Ben Brady
Ja'Mell Fairley
Bryan Dyer

Sincerely,



Keri Butkevich
Executive Director, Oakland Youth Chorus
OUSD Vendor #: I017484

