

Board Office Use: Legislative File Info.	
File ID Number	17-2452
Introduction Date	12/13/17
Enactment Number	17-1784
Enactment Date	12/13/17 02



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

Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent

Board Meeting Date
(To be completed by
Procurement)

Dec. 13, 2017

Subject Professional Services Contract - Thrival Academies DBA Thrival World Academies
- High School Linked Learning (site/department)

Action Requested Approval of professional services contract between Oakland Unified School District and Thrival Academies DBA Thrival World Academies. Services to be primarily provided to High School Linked Learning for the period of Commencement Date through June 30, 2018.

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

Thrival Academies provides support services for traditionally underserved students to prepare them for global travel. These services will bolster student confidence, expand their worldview, and build their networks so that they can successfully engage in an increasingly globalized world. Students will have the opportunity to participate in a study abroad program that allows Health pathway students to compare the health systems of Oakland to the health systems in another country building the student overall understanding of global public health.

Discussion
One paragraph summary of the scope of work.

Thrival supports the academic and social-emotional development of OUSD students, including without limitation, preparing them for global experiences and viewpoints and supporting them in the event that they elect to engage in international travel or study experiences. Specifically, Thrival, in collaboration with OUSD independent studies teachers, provides participating students with services aligned to support students before and after an immersive study abroad experience. The support is focused on global competencies and local-to-global connection making in the field of health and medicine. The educational supports is built upon the successes, strengths and evidence-based practices of Thrival's core partner at Big Picture Learning, Summit Learning, and Rustic Pathways. These supports directly support the OUSD's Linked Learning Health Pathways.

Recommendation Approval of professional services contract between Oakland Unified School District and Thrival Academies DBA Thrival World Academies. Services to be primarily provided to High School Linked Learning for the period of Commencement Date through June 30, 2018.

Fiscal Impact Funding resource name (please spell out) Atlantic Philanthropies
not to exceed \$ 88,300.00

Attachments

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



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 17-2452

Department: High School Linked Learning

Vendor Name: Thrival Academies DBA Thrival World Academies

Contract Term: Start Date: Commencement Date End Date: June 30, 2018

Annual Cost: \$ 88,300.00

Approved by: Preston Thomas

Is Vendor a local Oakland business? Yes ☒ No ☐

Why was this Vendor selected?

Thrival Academies provides support services to students from traditionally underserved communities to prepare them for global travel. These supports help students to bolster their confidence, expand their worldview, and build their networks so that they can successfully engage in an increasingly globalized world.

Summarize the services this Vendor will be providing.

Thrival supports the academic and social-emotional development of OUSD students including without limitation, preparing them for global experiences and viewpoints and supporting them in the event that they elect to engage in international travel or study experiences. Specifically, Thrival, in collaboration with OUSD independent studies teachers, provide participating students with services aligned to support students before and after an immersive study abroad experience. The support is focused on global competencies and local-to-global connection making in the field of health and medicine. The educational program is built upon the successes, strengths, and evidence-based practices of the Thrival's core partners at Big Picture Learning, Summit Learning (formerly Summit Basecamp), and Rustic Pathways.

Was this contract competitively bid? Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

As compared to other contracts.

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) \$88,200
- ☐ **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 2017-2018

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

- Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** The term of this agreement shall be Commencement Day (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$ 88,300.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$ 88,300.00, whichever is later) to June 30, 2018. The work shall be completed no later than June 30, 2018.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Eighty Eight Thousand, Three Hundred Dollars (\$ 88,300.00) [per fiscal year], at an hourly billing rate not to exceed _____ 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: _____.

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 OUSD and in that case must be replaced by CONTRACTOR without delay.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: _____ which shall not exceed a total cost of _____.
- CONTRACTOR Qualifications / Performance of Services:**
CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
Standard of Care: CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: Preston Thomas

Site /Dept.: High School Linked Learning

Address: 1000 Broadway, Suite 440

Oakland, CA 94606

Phone: 510 879-4118

Email: preston.thomas@ousd.org

CONTRACTOR:

Name: Emma W. Hiza, MEd, MPH

Title: Executive Director

Address: 387 Newton Avenue

Oakland CA 94606

Phone: 510 543-1893

Email: emma@thrivalacademies.org

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 at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, 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, sexual orientation, or other legally protected class.

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:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
 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 contact 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

Professional Services Contract

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.

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, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any 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. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.
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 that formal approval. This Agreement shall be deemed 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.
32. **Contract Publicly Posted:** 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.

OAKLAND UNIFIED SCHOOL DISTRICT

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

Secretary, Board of Education

Date

Date

CONTRACTOR

Contractor Signature

Emma W. Hiza, MEd, MPH

Executive Director

Print Name, Title

11/19/2017

Date

Form approved by OUSD General Counsel for 2017-18 FY

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.

Thrival supports the academic and social-emotional development of OUSD students, including without limitation, preparing them for global experiences and viewpoints and supporting them in the event that they elect to engage in international travel or study experiences. Specifically, Thrival, in collaboration with OUSD independent studies teachers, provides participating students with services aligned to support students before and after an immersive study abroad experience. The support is focused on global competencies and local-to-global connection making in the field of health and medicine. Additionally, Thrival holds a separate and independent agreement with Rustic Pathways whereby students enrolled in Thrival are eligible for scholarships to participate in an extended immersive study abroad experience with Rustic Pathways. Participation in Rustic Pathways or other international travel programming is at the sole discretion of the student and his/her family and is wholly independent of this Agreement. Thrival agrees to make clear to parents/guardians that the District is not sponsoring travel and is not affiliated with any travel component of the studies. Thrival agrees to indemnify and hold harmless the District from any and all claims associated with any international student travel relating to this Agreement.

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.

Up to 30 participants may receive services that build social-emotion learning and global competency, personalized, project-based, curriculum based on evidence-based practices of Summit Learning. Provide partnerships that provide students with free access to study abroad.

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

THRIVAL ACADEMY: OAKLAND SERVICES AGREEMENT

This Program Agreement ("Agreement") is made and entered into by and between Oakland Unified School District ("OUSD") and Thrival Academies DBA Thrival World Academies or Thrival Academy: Oakland, a California public benefit corporation ("Thrival") (together, the "Parties"). The Agreement is effective and binding upon the parties as of the date it is fully executed by the Parties, including ratification or approval by OUSD's Board. ("Commencement Date").

AGREEMENT

In consideration of the mutual agreements set forth in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

Description of services. Thrival supports the academic and social-emotional development of OUSD students, including without limitation, preparing them for global experiences and viewpoints and supporting them in the event that they elect to engage in international travel or study experiences. Specifically, Thrival, in collaboration with OUSD independent studies teachers, provides participating students with services aligned to support students before and after an immersive study abroad experience. The support is focused on global competencies and local-to-global connection making in the field of health and medicine. Additionally, Thrival holds a separate and independent agreement with Rustic Pathways whereby students enrolled in Thrival are eligible for scholarships to participate in an extended immersive study abroad experience with Rustic Pathways. Participation in Rustic Pathways or other international travel programming is at the sole discretion of the student and his/her family and is wholly independent of this Agreement. Thrival agrees to make clear to parents/ guardians that the District is not sponsoring travel and is not affiliated with any travel component of the studies. Thrival agrees to indemnify and hold harmless the District from any and all claims associated with any international student travel relating to this Agreement.

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

Location. The services will be provided to OUSD students that are enrolled in MetWest High School's independent studies program. The services may be provided to students in an OUSD facility other than MetWest High School (the "Building"), with the location of such Building to be determined by OUSD in its sole discretion. OUSD will provide, at a minimum, the use of two classrooms ("Classrooms") that are furnished, have wifi access, are cleaned and maintained, and are connected with utilities in reasonably the same manner as other similarly situated OUSD classrooms in the Building. If Thrival reasonably requires access to areas of the Building in addition to the Classrooms for purposes of implementing the Program, it may request such access from OUSD, which OUSD will not unreasonably refuse.

Students Served. Up to 30 Participants may receive the services, all of whom must be enrolled in the 10th or 11th grade in an independent studies program at MetWest High School.. The

Parties shall work together in good faith to establish the process and criteria for selecting Participants.

Payment. It is expressly understood and agreed between the parties hereto that the method of payment and the amount thereof specified in this Agreement shall constitute full consideration (unless otherwise amended in writing and OUSD Board approval by mutual consent of the parties hereto) to Thrival for the performance of services provided during the term of this agreement.

OUSD will pay to Thrival \$88,300 (eighty-eight thousand three-hundred dollars) for the services to be provided to OUSD students under this Agreement. At Thrival's direction, the District will make all payments to Thrival under this Agreement payable to Social Good Fund, a California public benefit corporation. Thrival certifies that no portion of the fees will be used towards student travel.

Qualifications. Thrival 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.

Invoicing: Invoices furnished by Thrival 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: Thrival name, Thrival 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.

Costs. Except as expressly set forth in this Agreement, or otherwise agreed by the Parties in writing, each Party shall bear all of its own costs of performing its obligations under this Agreement and with respect to the Program.

Applicable Law. Each Party shall perform its obligations with respect to the Program and this Agreement in compliance with all applicable laws ("Applicable Law"), including without limitation the Federal Educational Rights and Privacy Act ("FERPA"), all laws concerning student safety, and all local, state, and federal laws prohibiting discrimination. If a Party reasonably believes that a violation of Applicable Law has occurred in relation to the Program or this Agreement, such Party shall immediately notify the other Party of the matter.

Confidentiality. Thrival acknowledges that in performance of this Agreement, it will have access to confidential information of the District, including without limitation, student and parent/guardian information. Thrival agrees to adhere to all laws governing confidentiality of such information, electronic storage of such information, and online data of students, including without limitation, Family Educational Rights and Privacy Act (FERPA), California Education Code, California Constitution, Art. 1, Sec. 1, Student Online Personal Information Protection Act, California Assembly Bill 1584, and the Children's Online Privacy Protection Act. For purposes of FERPA and its implementing regulations, the District will obtain parental consent to share student information with Thrival. Thrival personnel shall comply with all applicable

FERPA requirements governing the use and re-disclosure of records containing personally identifiable information regarding any OUSD student, including without limitation the requirements of 34 C.F.R. 99.33(a). Such Thrival personnel also shall obtain access to only those education records in which they have legitimate educational interests to provide the services in this Agreement and only use personally identifiable information from education records for the purposes for which the disclosure was made and may not disclose personally identifiable information from education records to others.

Term. The term of this agreement shall begin on the Commencement Date and end on June 30, 2018 ("Term").

Good Standing and Nonprofit Status. Thrival represents that it is a Nonprofit Public Benefit Corporation established under the laws of, and in good standing with, the State of California, that it is duly authorized to conduct its activities in the State of California, and that it has applied for tax-exempt status with the Internal Revenue Service ("IRS"). If during the Term Thrival no longer is in good standing with the State of California, no longer is authorized to conduct its activities in the State of California, or has its application for tax-exempt status rejected by the IRS, Thrival shall immediately notify OUSD.

Performance and Accountability Metrics. The Parties shall work together in good faith to develop and agree upon performance and accountability metrics for the Program.

Nature of Relationship. The Parties' relationship is contractual, and nothing in this Agreement is intended to, or shall, create a partnership or joint venture between the Parties.

No Agency. Unless expressly provided in this Agreement, or otherwise agreed in writing, neither Party will be an agent of the other Party or have the express or implied authority to bind the other.

Status of Thrival. This is not an employment contract. Thrival, in the performance of this Agreement, shall be and act as an independent contractor. Thrival 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. Thrival 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 Thrival's employees. In the performance of the work herein contemplated, Thrival 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.

Conduct of Thrival. By signing this Agreement, Thrival certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:

Tuberculosis Screening. Thrival is required to screen employees who will be working at OUSD sites for more than six hours. Thrival affirms that each employee has current proof of a negative TB test or TB risk assessment on file and TB results are monitored in accordance with the Education Code.

Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Thrival's services under this Agreement and Thrival certifies its compliance with these provisions as follows: "Thrival certifies that Thrival has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Thrival'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 Thrival, 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. Thrival further certifies that it has received and reviewed fingerprint results for each of its Employees and Thrival 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 Agreement."

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

Media and Communications. The Parties shall reasonably cooperate in responding to any media communications regarding the Program or its operation.

Food Services. On school days when Participants are in attendance at the Building, Participants shall be permitted to receive food services provided at the Building by OUSD in the same manner as other OUSD students who attend school in the Building.

Proprietary Materials. Each of the Parties shall own its own intellectual property, including without limitation all trade secrets, know-how, proprietary data, documents, and written materials in any format. Any materials created exclusively by OUSD related to the Program shall be owned by OUSD, and any materials created exclusively by Thrival for the Program shall be owned by Thrival. The Parties acknowledge and agree that neither has any intellectual property interest or claims in the other Party's proprietary materials. Notwithstanding the foregoing, materials and work product jointly created by the Parties shall be jointly owned by the Parties and may be used by the individual Party as may be agreed upon by both Parties from time to time.

Insurance Coverage. Thrival 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. Thrival 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. Thrival shall also secure and keep in force during the Term of this Agreement

additional insurance policies to include coverage for general liability, commercial automobile liability, employers' liability, and sexual misconduct and molestation liability with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and umbrella liability coverage with minimum limits of \$10,000,000 per occurrence and in the aggregate. 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 Thrival. The policy shall protect Thrival and OUSD in the same manner as though each were separately issued. Thrival will furnish a certificate of insurance to OUSD evidencing the required coverage. Thrival shall provide to OUSD notice of any cancellation or material adverse change to such insurance within 10 business days of such occurrence. To the extent that it is reasonably necessary, each Party will comply with information or reporting requirements required by either of the other Party's insurers.

Indemnification. Thrival will protect, defend, indemnify, and save harmless OUSD from and against all claims and suits, including court costs, attorneys' fees, and other expenses, caused by the acts or omissions of Thrival or its employees, officers, directors, trustees, contractors, subcontractors, or agents, including Rustic Pathways, in relation to the Agreement or the performance of Thrival's obligations under this Agreement. OUSD will protect, defend, indemnify, and save harmless Thrival from and against all claims and suits, including court costs, attorneys' fees, and other expenses, caused by the acts or omissions of OUSD or its employees, officers, directors, trustees, contractors, subcontractors, or agents in relation to the Agreement or the performance of OUSD's obligations under this Agreement.

Health and Safety of Participants. The Parties agree that the health and safety of Participants during the Term is paramount, and Thrival shall use its best efforts to preserve the health and safety of Participants while they are participating in Term activities.

No Waiver of Immunity. Nothing in this Agreement shall be construed to waive any immunity to which OUSD, or any individual or entity, is entitled under Applicable Law.

Termination. OUSD may at any time terminate this Agreement upon 30 days prior written notice to Thrival. OUSD shall compensate Thrival for services satisfactorily provided through the date of termination.

Termination Rights of Both Parties. Either Party may terminate this Agreement in the event that the other Party fails to remedy a material breach of this Agreement within 15 business days after written notice by the non-breaching Party of such breach; provided, however, that if the breach would adversely affect the health or safety of a Participant, or is not reasonably capable of being cured, then no such notice and opportunity to cure shall be required.

Material Breach: For purposes of this Agreement, a "material breach" shall without limitation include the failure of a Party to comply with or fulfill any material obligation, condition, term, representation, warranty, provision, or covenant contained in this Agreement, including without limitation any failure by Thrival to comply with Applicable Law.

367 Newton Avenue
Oakland, CA 94606

Assignment. Except as expressly provided in this Agreement, neither Party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other Party, which may be withheld at such Party's sole discretion.

Amendment. This Agreement may not be altered, amended, modified, or supplemented except in a written document executed by the Parties.

Waiver. No waiver of any provision of this Agreement will be effective unless made in writing, no waiver of any breach of any provision of this Agreement shall be held as a waiver of any other or subsequent breach, and no waiver shall constitute a waiver of any other provision of this Agreement unless otherwise expressly stated.

Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

No Third-Party Rights. This Agreement is made for the sole benefit of the Parties and their respective successors and permitted assigns. No person or entity who is not a Party to this Agreement shall have, or be deemed to have, any rights under this Agreement or any relationship with either of the Parties by virtue of this Agreement, including without limitation any relationship in the nature of a third-party beneficiary or fiduciary.

Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

Due Authorization. Each person executing this Agreement on behalf of a Party covenants and represents that he or she is authorized to execute this Agreement on behalf of such Party.

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 Thrival absent that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education.

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.

W-9 Form. If Thrival is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

Contract Publicly Posted: 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.

AB 1584 Terms: The following terms are intended by the parties to comply with the requirements of California Assembly Bill 1584 which apply to any online student information utilized by Thrival. Thrival will inform the District of all online services or instructional

software utilized by District students through Thrival's services, and Thrival will ensure that all legal consent forms are obtained and provided to the District and that the use of any and all such online programs or instructional software comply with state and federal law and District Board Policy.

Pupil records obtained by Thrival from District students continue to be the property of and under the control of the District. Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees.

The procedures by which pupils may retain possession and control of their own pupil-generated content are outlined as follows: Students or their parent or guardian may request a full and complete copy of all such pupil-generated copy which copy shall be provided by Thrival within 10 school days. The options by which a pupil may transfer pupil-generated content to a personal account include: students or parents/guardians may forward any pupil-generated content to a personal account through copying, forwarding, and downloading to external devices. If students need assistance in copying, forwarding or downloading any information, Thrival will provide reasonable assistance in carrying out the request.

Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by the following protocol: informing the District of the error to which the District will respond in accordance with its Board policy. Thrival shall not deny any request by the District to correct erroneous information in a pupil's records.

Thrival shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, by the following measures: Pupil Records will be stored in electronic memory (on servers or other computers) operated and maintained by or on behalf of Thrival in the United States. The measures that Thrival will take to protect the security and confidentiality of Pupil Records containing personally identifiable District student information while it is stored in that manner include, but are not necessarily limited to: encryption to protect personally identifiable information while in motion or at rest; restricted physical access to the servers/computers; software-based solutions intended to prohibit unauthorized entry such as regularly updated virus scans, firewalls, and use of passwords; and administrative controls such as selective user access rights, and including the designation and training of responsible individuals.

In the event of an unauthorized disclosure of a pupil's records, Thrival shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure: Thrival shall notify the District and the parent/guardian of the student within 3 business days of any breach of security resulting in an unauthorized release of a District student's personally identifiable information in a Pupil Record, by

Thrival or its contractors, subcontractors, agents, or employees in violation of applicable state or federal law.

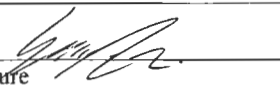
Thrival shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Agreement. Thrival certifies that a pupil's records shall not be retained or available to the Service Provider upon completion of the terms of this Agreement, except for a case where a pupil chooses to establish or maintain an account with Thrival for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Such certification will be enforced through the following procedure: As a term of this Agreement, the parties agree that following the expiration or termination of this Agreement, Thrival will return all pupil-identifiable data to the District, including without limitation all data in electronic format, or, at the District's written request, destroy all such information.

District agrees to work with Thrival to ensure compliance with FERPA and the Parties will ensure compliance through the following procedure: Thrival will obtain parental/guardian consents from all participating students which will outline all pupil identifiable information that will be accessible to Thrival and will share such consent forms with the District. Thrival will notify any of its employees, agents, subcontractors, contractors of the confidentiality obligations in this Agreement and FERPA. District personnel is available to answer questions relating to FERPA compliance.

SIGNATORIES

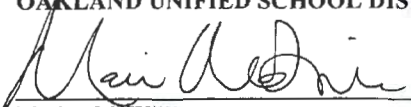
IN WITNESS WHEREOF, the parties hereto agreed to be bound and have executed this Agreement on the day first mentioned above.

THRIVAL ACADEMIES


Emma W. Hiza
Name
Executive Director
Title
Signature 

11/19/2017
Date:

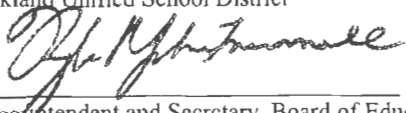
OAKLAND UNIFIED SCHOOL DISTRICT


Marion McWilliams
General Counsel, Oakland Unified School District
Approved as to form:

11/17/17
Date:



President, Board of Education
Oakland Unified School District



Superintendent and Secretary, Board of Education
Oakland Unified School District

12/14/17

Date:

12/14/17

Date:



My Dashboard

Start A Request

My Requests

My Tasks

My Reports

My Queues

Help

My Portal

Request 42161 - Vendor Management 2.1

Request Detail

Flow View

Discussion

Summary

ID	Name	Type	Status	Requester	Client	Submitted	Updated
42161	Vendor Management 2.1	Vendor Management 2.1	Vendor Annual Update Required	CYNTHIA SLATER	Emma Hiza	10/16/2017 5:45:39 PM	10/16/2017 5:49:23 PM

Related Requests

Name	ID	My Open Tasks	Request Status	Last Status Update	Relationship
Vendor Annl Update Process	42162	(None)	DB-Pull - Cust-Background Data	10/16/2017 5:49:27 PM	Child

Completed Forms

Name	Completed By	Date Completed
View Form: Vendor Mgmt - Main Page	CYNTHIA SLATER	10/16/2017 5:45:40 PM
View Form: Vendor Info - Originator	CYNTHIA SLATER	10/16/2017 5:49:19 PM
View Form: DB-Pull - Vendor Overall Status	Integrify System	10/16/2017 5:49:20 PM
View Form: DB-Pull - Client GUID	Integrify System	10/16/2017 5:49:21 PM
View Form: DP - Data - In - Annual Update2	Integrify System	10/16/2017 5:49:25 PM

Task History

1. Vendor Mgmt - Main Page

Status: **Completed** 10/16/2017 5:45:40 PM

Type: **Form** Recipients Assigned: 1 Recipients Completed: 1

2. Vendor Info - Originator

Status: **Completed** 10/16/2017 5:49:19 PM

Type: **Form** Recipients Assigned: 1 Recipients Completed: 1

3. DB-Pull - Vendor Overall Status

Status: **Completed** 10/16/2017 5:49:20 PM

Type: **Database Pull** Recipients Assigned: 1 Recipients Completed: 1

Export

Switch to Mobile CYNTHIA SLATER Time logged in : 0:09:29



Cynthia Slater <cynthia.slater@ousd.org>

**STATUS Notice: Approval Notice - Vendor Information and Fingerprints
Approved:THRIVAL ACADEMIES**

1 message

integrify@ousd.org <integrify@ousd.org>
Reply-To: integrify@ousd.org
To: Cynthia.Slater@ousd.org

Tue, Nov 7, 2017 at 11:27 AM

The following request for Vendor Information has been Approved and

Fingerprint Status is also Approved.

Vendor Name: THRIVAL ACADEMIES

VendorID: V071372

REQUEST SUMMARY

Request #: 42161

Request Type: Vendor Management 2.1

Requested by: CYNTHIA SLATER

Current Status: Vendor Approved - 11/7/2017 11:27:18 AM

To view the details of this request click the following link:

https://bpm.ousd.org/email_proxy.htm#@request:e9a1154e-4d9d-4068-8e32-17b7bd14d560

Username

Password

Log In

[Forgot Username?](#)

[Forgot Password?](#)

[Create an Account](#)

Search Results

Current Search Terms: thrival* academies*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.



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[GSA.gov/IAE](#)
[GSA.gov](#)
[USA.gov](#)

IBM v1,P,7.20171102-1229

WWW8

IBM s... unautho... Individuals found



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/1/2017

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 Arthur J. Gallagher & Co. Insurance Brokers of CA. 18201 Von Karman Ave Suite 200 Irvine CA 92612		CONTACT NAME: Erin Fitzgerald PHONE (A/C No. Ext): 818.539.8608 E-MAIL ADDRESS: Erin_Fitzgerald@ajg.com FAX (A/C No.): 818.539.8708	
INSURED Thrive Academies 367 Newton Avenue Oakland, CA 94606		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
THRIACA-01		NAIC # 18058	

COVERAGES

CERTIFICATE NUMBER: 2074432383

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 <input checked="" type="checkbox"/> Educator's Legal GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK1676334	7/1/2017	7/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		PHPK1676334	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> 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				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sexual Abuse & Molestation			PHPK1676334	7/1/2017	7/1/2018	Each Claim \$1,000,000 Aggregate \$3,000,000

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

Oakland Unified School District IS AN ADDITIONAL INSURED ON THE POLICY; as respects policy(ies), pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District
Attn - 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

Melissa C...

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

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 #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph a. is deleted in its entirety 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.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph b. **Contractual Liability** is amended to include the following:

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (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. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. 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**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; 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.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1. **Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. **Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, 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. \$20,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. Insuring Agreement, a. (3) (b) is deleted in its entirety and replaced by the following:

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

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. Exclusions, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

- 1.d. is deleted in its entirety and replaced by the following:

1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

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."

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

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 deleted in its entirety and replaced by the following:

- 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. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- 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
- (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. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, 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 or rented 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; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. **Vendors** – 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, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (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 the 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; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) 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.
- (2) This insurance 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.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

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.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

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.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

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.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. 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.

R. 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 deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

- 2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

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;
- 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;

- 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.



PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2017-2018

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) preston.thomas@ousd.org

Contractor Information

Contractor Name	Thrival Academies DBA Thrival World Academies	Agency's Contact	Emma W. Hiza, MEd, MPH
OUSD Vendor ID #	V071372	Title	Executive Director
Street Address	367 Newton Avenue	City	Oakland
Telephone	510 543-1693	State	CA
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Zip	94606
		Email (required)	emma@thrivalacademies.org
		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	Commencement Date	Date work will end	June 30, 2018	Other Expenses	
Pay Rate Per Hour (required)		Number of Hours (required)	N/A		

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
9196	Atlantic Philanthropies	9121215203	5825	\$ 88,300.00
			5825	\$ 0.00
			5825	\$ 0.00
Requisition No. (required)	R0182198	Total Contract Amount	\$ 88,300.00	

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	Preston Thomas	Phone	510 879-4118
	Site/Department (Name & #)	High School Linked Learning	Fax	510 879-4112	
	Signature			Date Approved	11/17/17
2.	Resource Manager , if using funds managed by: <input 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 type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)				
	Signature			Date Approved	
	Signature (if using multiple restricted resources)			Date Approved	
3.	Network Superintendent/Deputy Network Superintendent				
	Signature			Date Approved	11/17/17
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 Signature on the legal contract				
	Legal Required if not using standard contract	Approved		Denied - Reason	
	Procurement	Date Received		PO Number	
				Date	11/17/17