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**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent

**Board Meeting Date** April 11, 2018  
*(To be completed by Procurement)*

**Subject** Memorandum of Understanding - Museum of Children's Arts (MOCHA) (contractor) - Community Schools and Student Services Department (site/department)

**Action Requested** Approval by the Board of Education of the Memorandum of Understanding between the District and Museum of Children's Arts (MOCHA). Services to be primarily provided to the Community Schools and Student Services Department for the period of September 1, 2017 through June 8, 2018.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.* Museum of Children's Arts (MOCHA) strengthens our community by nurturing young people's creativity, curiosity and educational success through hands-on arts programming.

**Discussion**  
*One paragraph summary of the scope of work.* Approval by the Board of Education of a Memorandum of Understanding between the District and Museum of Children's Arts (MOCHA), Oakland, CA, for the latter to provide students with opportunities to build their creative, academic, and social skills through in-depth, hands-on visual arts classes at Crocker Highlands, East Oakland Pride, Esperanza, Cleveland, Markham and Parker Elementary Schools, RISE Community School, and Roots International Academy for the period of September 1, 2017 through June 8, 2018, at no cost to the District.

**Recommendation** Approval by the Board of Education of the Memorandum of Understanding between the District and Museum of Children's Arts (MOCHA). Services to be primarily provided to the Community Schools and Student Services Department for the period of September 1, 2017 through June 8, 2018.

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

**Attachments**

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



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

**Legislative File ID No.** 18-0596

**Department:** 922/Community Schools and Student Services

**Vendor Name:** Museum of Children's Arts (MOCHA)

**Contract Term:** Start Date: 09/01/2017 End Date: 06/08/2018

**Annual Cost:** \$ 0

**Approved by:** Andrea Bustamante

**Is Vendor a local Oakland business?** Yes ☒ No ☐

**Why was this Vendor selected?**

School-sites selected partner for In-Kind agreement.

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

MOCHA programs provide preschool and school age students opportunities to build their creative, academic, and social skills through in-depth, hands-on visual arts classes.

**Was this contract competitively bid?** Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

No cost to OUSD for services.

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☒ **Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts [requires Board resolution declaring an emergency]
- ☐ **Technology** contracts
  - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - ☐ Western States Contracting Alliance Contracts (WSCA)
  - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **"Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**

**MEMORANDUM OF UNDERSTANDING BETWEEN A PARTNER ORGANIZATION  
OR INDIVIDUAL AND OAKLAND UNIFIED SCHOOL DISTRICT**

**I. Parties**

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between Oakland Unified School District ("OUSD") and  
Museum of Children's Arts (MOCHA) [CONTRACTOR—name of your organization].

WHEREAS, the CONTRACTOR's services or program described in this MOU will be provided at no cost to OUSD, the students, or the parents; and

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

**II. Program Name(s)**

Unless otherwise agreed to in writing by the parties, the Program(s) governed by this MOU are the following:

Artists In Schools Program

After School Enrichment Classes

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

A. Provide a description of the services that your program(s) will be providing to OUSD. Please be specific by answering all of the following questions.

1. A brief description of the type of services your program(s) generally provides.

Our programs provide preschool and school age students opportunities to build their creative, academic,

and social skills through in-depth, hands-on visual arts classes.

2. The relevant experience of the CONTRACTOR personnel that will be providing the services:

MOCHA is an Oakland institution that has served the community for 27+ years. Through our Artists In

Schools Program and After School Enrichment Classes, we reach 7,000 students annually in Oakland.

Our uptown Oakland-based facility serves 25,000 people annually through our on-site programs:

Open Studio, field trips, community events, library programs, and birthday parties.

3. Please check all of the expectations or goals below that are in agreement with your program's services.

- ☒ Ensure a high quality instructional core
- ☒ Develop student's social health/skills
- ☒ Develop student's emotional health
- ☒ Develop student's physical health
- ☒ Develop student's cognitive and academic skills
- ☒ Create equitable opportunities for learning
- ☐ Ensure, maintain, or support high quality and effective instruction
- ☐ Prepare students for success in college and careers
- ☐ Help ensure, create, and/or sustain safe, healthy and supportive schools
- ☐ Create accountability for quality
- ☐ Help create full service community schools in OUSD
- ☐ Increase, raise graduation rates
- ☐ Other: \_\_\_\_\_

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

1. **Drug and Smoke Free**—No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs at these School(s).

2. **Anti-Discrimination**—It is the policy of OUSD that in connection with CONTRACTOR's services under this MOU there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, age, or other legally protected class. Therefore, the CONTRACTOR agrees to comply with all applicable Federal and California laws.
  3. **Conflict of Interest**—CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alert OUSD in writing if and when a potential conflict arises.
  4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe all District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records.
- C. **Tuberculosis Screening:** CONTRACTOR is required to screen employees and agents who will be present at OUSD sites during the current school year. CONTRACTOR affirms that each person has current proof of negative TB testing on file and TB results are monitored. Please see **Section IV** for the relevant documentation that is required.
- D. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this 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 MOU, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this MOU. Please see **Section IV** for the relevant documentation that is required.

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

**E. Insurance**

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

Check one of the boxes below:

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

- F. Communication**—Communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the CONTRACTOR'S services are aligned with the School(s) and OUSD's mission and objectives and are adequately meeting student's needs. At the request of School(s) or OUSD staff, provide reasonable data and information to students participating in the CONTRACTOR's program.

- G. **Confidentiality**—CONTRACTOR shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of OUSD. CONTRACTOR will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so long as there is no information from which the identity of any student in the CONTRACTOR's program as a participant could be made.
- H. **Register With/Update Community Partner Platform**—Contractor shall register in OUSD's Community Partner Platform database and perform annual updates *by August 31 of each year*, to maintain full and complete up-to-date information.

#### IV. Required Documents

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

A. TB and Fingerprinting Clearance:

Contractor (Individual):

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

Contractor (Agency):

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

B. Insurance:

Contractor (Individual/Agency):

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



## V. Responsibilities of Oakland Unified School District

- A. **Space**—Provide a suitable classroom or space at the participating School(s), to be agreed upon by School(s) and the CONTRACTOR.
- B. **Janitorial Service**—Provide necessary services to maintain this space, including janitorial services, maintenance, utilities, and technology support.
- C. **Data**—Ensure that CONTRACTOR has reasonable access to student assessment and evaluation data necessary to inform instruction and periodically review student progress and to provide the study.
1. For the purpose of cohort determination, for instructional purposes, or for academic research purposes, at the sole discretion of OUSD, provide CONTRACTOR access to student assessment data for all students at School(s) including, but not limited to, state test scores and site-based assessments. Students identified may be protected by the use of ID numbers.
  2. Provide CONTRACTOR with any other student information reasonably necessary to provide its services consistent with the CONTRACTOR's program and to evaluate the impact of its program on students at School(s).

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## VI. Duration

This MOU is for the 09/01/2017 -- 06/08/2018 period.  
[Insert mm/dd/year] [Insert mm/dd/year]

## VII. Termination

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

## VIII. Defense/Indemnity/Hold Harmless

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

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

By: MC Dated: 7/28/17 (MM/DD/YYYY)  
MARTIN YOUNG, PARTNERSHIPS MANAGER (Print Name & Title)  
COMMUNITY SCHOOLS STUDENT SERVICES (Sponsoring OUSD Department)

By: Roxanne Padgett Dated: 07/10/2017 (MM/DD/YYYY)  
Roxanne Padgett, Executive Director (Print Name & Title)  
Museum of Children's Arts (MOCHA) (CONTRACTOR—Org. Name)

Approved as to form and procedure

By: Dei Dei Dated: 9/11/17 (MM/DD/YYYY)  
Attorney, Office of the General Counsel  
Oakland Unified School District

Aimee Eng 4/12/18  
President, Board of Education

D. J. H. H. H. 4/12/18  
Secretary, Board of Education

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

Jill Carbone  
to me

3:06 PM (19 minutes ago)

Hi Martin,

I hope you are well also! To your points:

1. Please find the attached updated insurance certificate indicating OUSD as additional insured. Please let me know if you need anything else on this front.
2. Yes, you do have my permission to strike Section V, C.

Thank you,

Jill Carbone  
Program Assistant  
Museum of Children's Arts (MOCHA)  
1625 Clay Street, Suite 100 | Oakland, CA 94612  
(510) 987-8558  
[jill@mocha.org](mailto:jill@mocha.org)  
[mocha.org](http://mocha.org)

On Wed, Feb 21, 2018 at 12:42 PM, Martin Young <[martin.young@ousd.org](mailto:martin.young@ousd.org)> wrote:  
Good afternoon Jill-

I hope this note finds you well. I'm reaching out because the OUSD board of education requested clarification about your MOU package. Due to a fiscal crisis and massive cuts to staffing, we are still working through old contracts.

1. At your convenience, can you ask your insurance broker to provide a copy of the policy endorsement showing that OUSD is covered as an additional insured? Because the insurance certificate is not legally binding, OUSD Legal requires that we also receive a copy of the policy endorsement.
2. Regarding the MOU, since we have released a new version of our MOU, can you give your permission for us to strike Section V, C. Data because that language has been removed due to privacy laws? We will include your email permission with the package that is submitted to the board. This pivot does not change the way we handle data. We offer public data at [ousddata.org](http://ousddata.org) and we have always required a separate data sharing agreement for nonpublic data.

Many thanks!  
Martin

Martin C. Young  
Community Partnerships Manager  
Community Schools & Student Services  
Oakland Unified School District  
**Community Schools, Thriving Students**  
[www.ousd.org/partnerships](http://www.ousd.org/partnerships)  
[martin.young@ousd.org](mailto:martin.young@ousd.org)  
(510) 879-2928 office  
(510) 414-9305 mobile



## **SCOPE OF WORK**

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### **Total Contract Amount:**

Through MOCHA's School-Age residencies, students gain fundamental visual arts skills in alignment with state standards. MOCHA's residencies also help build socio-emotional skills that provide the foundation of a healthy and successful learning environment, including creative and critical thinking, constructive communication, self-esteem and the ability to collaborate. Our lessons also enhance learning in other academic subjects. We have extensive experience linking arts learning to language arts/literacy, and we also use art to build skills in math, science, and social science.

### **Proposed Scope of Work**

The Museum of Children's Arts (MOCHA) will provide:

- MOCHA teaching artist will teach a total of \_\_\_\_ classes each week for \_\_\_\_ weeks. Class duration will be \_\_\_\_ minutes each.
- Art classes will be divided into grade levels for \_\_\_\_ grades.
- MOCHA's teaching artists will develop and implement lessons that are tied to the state's visual arts standards and are developmentally and grade appropriate.
- Teaching artist will participate with classroom teachers to develop art lesson plan outlines that are tied to classroom curriculum content.
- Teaching artist will arrive before class to set up and provide all prepared art materials for the art lessons.
- MOCHA's Executive Director will supervise program management.
- School will provide two week's notice for any change of the artist's schedule.

## Program Information

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Program Name	Museum of Children's Arts (MOCHA) - Artists In S
Community School Element	Expanded Learning
Service Types	Visual arts education and enrichment activities
Program Description	Art Enrichment Classes
Last verified	07/28/2017 at 02:56 PM by Jill Carbone

## Program Details

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Student Population	All Students
Target Ethnicity/Culture Groups	All Students
Target Demographic Groups	All Students, High Risk Youth (Drugs and Alcc
Target Grade Levels	Transitional Kindergarten, Kindergarten, 1st G
Service Times	After school, During school
Service Days	Monday, Tuesday, Wednesday, Thursday, Fric

## Schools

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<a href="#">Markham Elementary</a>	<a href="#">Show Details</a>
<a href="#">East Oakland PRIDE Elementary</a>	<a href="#">Show Details</a>
<a href="#">Esperanza Elementary</a>	<a href="#">Show Details</a>
<a href="#">Cleveland Elementary</a>	<a href="#">Show Details</a>
<a href="#">RISE Community School</a>	<a href="#">Show Details</a>
<a href="#">Parker Elementary</a>	<a href="#">Show Details</a>

## Roots International Academy

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## Program Information

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Program Name	After School Enrichment Classes
Community School Element	Academic & Social Emotional Learning
Service Types	Social emotional education and activities, Visual a
Program Description	After school art enrichment classes crafted around
Last verified	

## Program Details

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Student Population	All Students
Target Ethnicity/Culture Groups	All Students
Target Demographic Groups	All Students, High Risk Youth (Drugs and Alcc
Target Grade Levels	Pre-Kingergarten, Transitional Kindergarten, K
Service Times	After school, During school
Service Days	Monday, Tuesday, Wednesday, Thursday, Fric

## Schools

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Crocker Highlands Elementary

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MUSEOFC-01

HBCT06

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/29/2017

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 License # 0564249

Heffernan Insurance Brokers  
101 Second Street, Suite 120  
Petaluma, CA 94952

CONTACT

NAME:

PHONE

(A/C, No, Ext): 1 (707) 781-3400

E-MAIL

ADDRESS:

FAX

(A/C, No): (707) 781-0800

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Berkley National Insurance Company

38911

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Museum of Children's Art  
1625 Clay Street  
Oakland, CA 94612

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR	X	HHS852552411	09/01/2017	09/01/2018	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 3,000,000
						PROFESSIONAL \$ 1,000,000
A	AUTOMOBILE LIABILITY					
	ANY AUTO OWNED AUTOS ONLY	SCHEDULED AUTOS	HHS852552411	09/01/2017	09/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	X HIRED AUTOS ONLY	X NON-OWNED AUTOS ONLY				BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
A	UMBRELLA LIAB	X OCCUR				
	X EXCESS LIAB	CLAIMS-MADE	HHS852552411	09/01/2017	09/01/2018	EACH OCCURRENCE \$ 1,000,000
	DED RETENTION S					AGGREGATE \$
						\$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N				PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

Re: As Per Contract or Agreement on File with Insured. Oakland Unified School District is included as an additional insured on General Liability policy per the attached endorsement, if required.

## CERTIFICATE HOLDER

## CANCELLATION

Oakland Unified School District  
Attention: Risk Management  
1000 Broadway, Suite 440  
Oakland, CA 94607

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

AUTHORIZED REPRESENTATIVE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.**  
**GENERAL LIABILITY BROADENING ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Throughout this endorsement, the words "you" and "your" refer to the Named Insured shown in the Declarations. The word "we," "us," and "our" refer to the company providing this insurance.

The following is only a summary of the additional coverages provided by this endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this endorsement, read the provisions on the following pages and the Coverage Form, which this endorsement modifies.

<b>SUBJECTS OF INSURANCE</b>
Broadened Bodily Injury
Broadened Personal and Advertising Injury
Broadened Property Damage
Broadened Fire, Lightning, Explosion, and Sprinkler Leakage - \$500,000
Broadened Medical Payments - \$10,000
Broadened Supplementary Benefits
a. Bail Bonds - \$1,000
b. Expenses Incurred to Assist in Defense - \$500 per Day
Broadened Newly Acquired or Formed Organization
Broadened Non-Owned or Chartered Watercraft or Aircraft
Broadened Commercial General Liability Conditions
a. Duties in the Event of Occurrence, Offense, Claim, or Suit
b. Liberalization – Automatic Coverage If We Adopt Broader Coverages
c. Notice to Company
Automatic Coverage for "Special Events"
Automatic Additional Insureds
a. Athletic Activity Participants
b. Contractual Obligations
c. Funding Sources
d. Manager or Lessor of Premises
e. Owner, Manager, Operator, or Lessor of "Special Event" Premises
f. Supervisors or Higher in Rank – Co-Employee Exclusion Removed
g. Limitations
Blanket Waiver of Subrogation
Priority of Application for Multiple Insureds

**The coverages listed in this endorsement are provided as extensions or additions to your insurance program.**



**A. BROADENED BODILY INJURY**

Paragraph 3. of **Section V – Definitions** is deleted and replaced with the following:

3. "Bodily injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

**B. BROADENED PERSONAL AND ADVERTISING INJURY**

1. Paragraph 14. of **Section V – Definitions** is deleted and replaced with the following:

14. "Personal and Advertising Injury" means injury, including consequential "bodily injury" arising out of one or more of the following offenses during the policy period.
  - a. False arrest, detention, or imprisonment;
  - b. Malicious prosecution or abuse of process;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
  - d. Oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
  - e. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy; or
  - f. Misappropriation of advertising ideas or style of doing business; or
  - g. Infringement of copyright, title, or slogan.
  - h. Mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.g. above.

2. Exclusions 2.b. and 2.c. under **Coverage B Personal and Advertising Injury Liability** are deleted and replaced with the following:

**b. Material Published with Knowledge of Falsity**

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

**c. Material Published Prior to Policy Period**

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or electronic publication of material whose first publication took place before the beginning of the policy period;

**C. BROADENED PROPERTY DAMAGE**

Exclusion 2.a. under **Coverage A Bodily Injury and Property Damage Liability** is deleted and replaced with 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.

**D. BROADENED FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE**

1. Paragraph 6. under **Section III – Limits Of Insurance** is deleted and replaced with the following:

6. Subject to 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:

- a. Any one premises while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner; and
- b. Personal property of others in your care, custody, or control, while at premises rented to you or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning, explosion or sprinkler leakage occurrence.

The Damage to Premises Rented to You Limit is the greater of:

- c. \$500,000; or
- d. The amount shown in the Declarations for Damage to Premises Rented to You Limit.

2. Paragraph 2. Exclusions of Coverage A Bodily Injury and Property Damage Liability is amended as follows:

Paragraphs c. through n., do not apply to damage by fire, lightning, explosion, or sprinkler leakage 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.

3. Paragraph 4. Other Insurance of Section IV – Commercial General Liability Conditions is amended as follows:

Paragraph b. (1) (a) (ii) is deleted and replaced with the following:

- (ii) That is Fire, Lightning, Explosion, or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

4. Paragraph 9.a. under Section V – Definitions is deleted and replaced with the following:

- a. 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 or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

5. This Broadened Coverage is subject to all the terms of Section III – Limits Of Insurance.

6. This Broadened Coverage does not apply if Fire Damage Liability of COVERAGE A (SECTION I) is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

E. BROADENED MEDICAL PAYMENTS

1. The following provision is added to Paragraph 7. of Section III – Limits Of Insurance:

The Medical Expense Limit shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the Declarations for Medical Expense Limit.

2. This Medical Expense Limit is subject to all the terms of Section III – Limits Of Insurance.

3. This above Medical Expense Limit does not apply if Coverage C Medical Payments is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

F. BROADENED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. under Supplementary Payments – Coverages A and B are deleted and replaced with the following:

- b. Up to \$1,000 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 bonds.
- 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 \$500 a day because of time off from work.

G. BROADENED NEWLY ACQUIRED OR FORMED ORGANIZATION

Paragraph 3.a under Section II – Who Is An Insured is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 120<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier.

H. BROADENED NON-OWNED OR CHARTERED WATERCRAFT OR AIRCRAFT

Exclusion 2.g. under Coverage A Bodily Injury and Property Damage Liability is deleted and replaced by the following:

- g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft owned by or operated by, or rented or loaned to, any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to premises you own or rent, provided the "auto" is not owned by or rented, or loaned to you or the insured;

- (4) Liability assumed under any "insured contract" for the ownership, maintenance, or use of aircraft, watercraft, or "autos"; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f. (2) or f. (3) of **Section V – Definitions**, Paragraph 12., "Mobile Equipment"; or
- (6) An aircraft you do not own that is:
  - (a) Hired, chartered, or loaned with a crew; and
  - (b) Not owned in whole or in part by any insured.
- (7) This insurance does not apply, under Paragraph g.(1) and g.(2) above, if the insured has any other insurance for "bodily injury" or "property damage" which would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent, or on any other basis.
- (8) This insurance is excess, under Paragraph g. (6) above, over any other insurance, whether the other insurance is primary, excess, contingent or on any other basis.

#### **I. BROADENED COMMERCIAL GENERAL LIABILITY CONDITIONS**

- 1. Paragraph 2. **Duties in The Event Of Occurrence, Offense, Claims Or Suit** under **Section IV – Commercial General Liability Conditions** is amended to add the following provision:
  - e. Your obligation to notify us as soon as practicable of an "occurrence," or offense under Paragraph 2.a. above, or a claim or "suit" or offense under Paragraphs 2.a., 2.b., and 2.c above, is satisfied if you send us written notice as soon as practicable after any of your "executive officers," directors, partners, insurance managers, or legal representatives becomes aware of, or should have become aware of, such "occurrence," offense, claim or "suit."

- 2. The following provisions are added to **Section IV – Commercial General Liability Conditions**:

#### **10. Liberalization**

If we adopt any revision that would broaden the coverage under this coverage part without additional premium within 30 days prior to or during the policy period, the broadened coverage will immediately apply to this coverage part.

#### **11. Notice To Company**

If you report an "occurrence" or offense to your Workers' Compensation insurer which later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**, if you notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

#### **J. AUTOMATIC COVERAGE FOR SPECIAL EVENTS**

- 1. You are automatically covered for all "special events" which you organize, promote, administer, sponsor, or conduct during the term of this policy.
- 2. **Section V – Definitions** is amended to add the following paragraph:
- 23. "Special Event" means any event:
  - a. The purpose of which is to raise funds for you; or
  - b. To recognize the accomplishments of your organization, your "employees," or your volunteer workers; or
  - c. Which you, or an individual or organization with whom you have entered into a contract or agreement, organize, promote, administer, sponsor, or conduct for the purposes described in Paragraphs a. or b. above; and
  - d. Which takes place on premises owned by you, or on premises while rented or leased to you or to that organization described in Paragraph c. above.

#### **K. AUTOMATIC ADDITIONAL INSURED(S)**

The following provisions are added to **Section II – Who Is An Insured**:

#### **4. Automatic Additional Insured(s)**

##### **a. Additional Insureds – Athletic Activity Participants**

- (1) This policy is amended to include as an insured any person(s) [hereinafter called Additional Insured(s)] representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:
  - (a) "Medical expenses" under **Coverage C Medical Payments**.
  - (b) "Bodily Injury" to:

- (i) A co-participant, your volunteer worker or your "employee" while participating in amateur athletic activities that you sponsor; or
- (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or
- (c) "Property damage" to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:
  - (i) A co-participant, your volunteer worker, or your "employee"; or
  - (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Additional Insured – Contractual Obligations**

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract"; to include as an insured, subject to all of the following provisions:
  - (a) Coverage is limited to liability arising out of:
    - (i) Your ongoing operations performed for such Additional Insured; or
    - (ii) Such Additional Insured's financial control of you; or
    - (iii) The maintenance, operation or use by you of equipment leased to you by such Additional Insured; or
    - (iv) A permit issued to you by a state or political subdivision.
  - (b) Coverage does not apply to any "occurrence" or offense:
    - (i) Which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract"; or

- (ii) Which takes place after you cease to be a tenant in that premises.
- (c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal Injury," or "Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:
  - (i) The preparing, approving, or failing to approve or prepare maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
  - (ii) Supervisory, inspection, or engineering services.
- (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (e) In the event that you are engaged in the manufacture or assembly of any goods or products for the benefit or at the direction of another party, pursuant to a contract or agreement with that party, this paragraph (e). does not extend coverage to that party as an Additional Insured. Coverage for such a party will be extended only by a specific endorsement issued by us and naming such party.

**c. Additional Insured – Funding Sources**

- (1) This policy is amended to include as an insured any Funding Source (hereinafter called Additional Insured) which requires you in a written contract to name such Additional Insured but only with respect to liability arising out of your premises or "your work" for such Additional Insured, and only to the extent set forth as follows:

- (a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (b) The coverage provided to the Additional Insured is not greater than that customarily provided by the policy forms specified in and required by the contract.
- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
- (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

**d. Additional Insured – Manager or Lessor of Premises**

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent your premises and which requires you to add such person or organization as an Additional Insured in this policy under:
  - (a) A written contract; or
  - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured;
    - but only if the written or oral agreement is an "insured contract";
    - (i) Currently in effect or to become effective during the term of this policy; and
    - (ii) Executed prior to the "bodily injury," "property damage," "personal injury", or "advertising injury."

- (2) With respect to the insurance afforded the Additional Insured identified in Paragraph d. (1) immediately above, the following additional provisions apply:

- (a) This insurance applies only to liability arising out of the ownership, maintenance, or use of that portion of the premises leased to you;
  - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
  - (c) In no event shall the coverages or Limits of Insurance in this Coverage Part be increased by such contract or agreement.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (3) This insurance does not apply to:
    - (a) Any "occurrence" or offense which takes place after you cease to be a tenant in the premises covered by this endorsement; or
    - (b) Structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.

**e. Additional Insured – Owner, Manager, Operator or Lessor of "Special Events" Premises**

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease, rent or occupy the premises upon which a "special event" is held, sponsored or conducted by you, or on your behalf, under:

- (a) A written contract; or
  - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an "insured contract,"
    - (i) Currently in effect or to become effective during the term of this policy; and
    - (ii) Executed prior to the "bodily injury," "property damage," "personal injury," or "advertising injury."
- (2) With respect to the insurance afforded the Additional Insured identified in Paragraph e. (1) of this endorsement, the following additional provisions apply:
- (a) This insurance applies only to liability arising out of the use of that portion of the premises while leased or rented to you for the specific "special event";
  - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the contract or agreement pertaining to the use of the premises or in the Declarations for this policy and subject to all of this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
  - (c) In no event shall the coverage or Limits of Insurance in this Coverage Form be increased by such contract or agreement.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant, licensee or occupant in the premises covered by this endorsement; or
- (b) Any acts or "occurrences" caused by or attributable to the owner, manager, operator, or lessor of the premises upon which the "special event" is held.

**f. Additional Insured – Supervisors or Higher in Rank**

(1) This policy is amended to include as insured any "employees" (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over "employees" and the manner in which work is performed, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" designated as supervisor or higher in rank, is an insured for:

- (a) "Bodily injury" or "personal injury":
  - (i) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
  - (ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (a)(i) above; or
  - (iii) Arising out of his or her providing or failing to provide professional health care services.
- (b) "Personal Injury":
  - (i) To a co-"employee" while in the course of his or her employment, or
  - (ii) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (b)(i) above;

- (iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (b) (i) or (b) (ii) above.

(c) "Property damage" to property:

- (i) Owned, occupied or used by; or
- (ii) Rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," any partner, or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**g. Additional Insured – LIMITATIONS**

- (1) The persons, entities, or organizations to which coverage is extended under Paragraphs **a.** (Athletic Activity Participants), **b.** (Contractual Obligations), **c.** (Funding Sources), **d.** (Managers or Lessors of Premises), and **e.** (Owner, Manager, Operator, or Lessor of "Special Events" Premises) are Additional Insureds, but only:
  - (a) With respect to each Additional Insured's vicarious liability for "actual damages" solely caused by you or by "your work" that is ongoing for such Additional Insured's supervision of "your work"; and
  - (b) If the Additional Insured did not cause or contribute to the "occurrence" or act resulting in liability.
- (2) If an endorsement is attached to this policy and specifically names a person or organization as an Additional Insured, then the coverage extended under this paragraph **4. AUTOMATIC ADDITIONAL INSURED(S)** does not apply to that person, entity, or organization.
- (3) The following is added to **Section V – Definitions**:
  - 24.** "Actual Damages" is to have its usual and customary legal meaning and excludes without limitation, punitive damages,

restitution, penalties, and formula damages added to "actual damages" and any other enhanced damages.

- (4) All other terms and conditions of this Coverage Part which are not inconsistent with this Paragraph **h.** apply to coverage extended to the above referenced Additional Insureds REGARDLESS OF WHETHER OR NOT A COPY OF THIS COVERAGE PART AND/OR ITS ENDORSEMENTS ARE DELIVERED TO AN ADDITIONAL INSURED.

**L. BLANKET WAIVER OF SUBROGATION**

Paragraph **8.** under **Section IV – Commercial General Liability Conditions** is deleted and replaced with the following:

**8. Transfer of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation**

- a. If an 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.
- b. If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

**M. PRIORITY OF APPLICATION FOR MULTIPLE INSURED**

**Section III – Limits Of Insurance** is amended to add the following paragraph:

- 8.** In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence," or "personal injury," or "advertising injury," from the same offense, we will apply the Limits of Insurance in the following order:
  - a. You;
  - b. Your "executive officers," directors, "employees," and
  - c. Any other insureds in any order that we choose.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/10/2017

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

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

<b>PRODUCER</b> Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland, NJ 07068		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Technology Insurance Company, Inc.	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER: 587733** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	N	TWC3585077	11/01/2016 11/01/2017 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b> Oakland Unified School District 1000 Broadway Suite 440 Oakland, CA 94607	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2014/01)

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July 7, 2017

Oakland Unified School District  
1000 Broadway  
Suite 680  
Oakland, CA 94607

To Whom It May Concern:

All MOCHA employees, including subcontractors, that work at OUSD have been Fingerprinted/Criminal Background checked and have TB clearance for this current fiscal year. MOCHA maintains these records and receives notification from the Department of Justice on changes to employees' clearance.

If you have any questions or concerns regarding the above information, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Roxanne Padgett", with a stylized flourish at the end.

Roxanne Padgett  
Executive Director  
(510) 987-8559  
roxanne@mocha.org



## STATEMENT OF QUALIFICATIONS

### **ORGANIZATION**

Museum of Children's Art (MOCHA) is non-profit agency founded in 1989 to ensure that the arts are a fundamental part of the lives of all children through hands-on experiences, art training, curriculum development for educators, and through arts advocacy.

MOCHA brings more than two decades of experience delivering high-quality arts learning programs to the community. We work closely with each school or organization to design a program tailored specifically to its goals.

We are a non-profit organization based in Oakland, California. Our tax ID is 94-3086749.

We provide the following services:

- Arts Education for Pre-School and TK-8 students
- Professional Development for Educators
- On Site Programming

All MOCHA staff is able to demonstrate knowledge of and the ability to assist in instructing reading, writing, and mathematics. MOCHA staff possess either an Associates Degree or higher, 48 semester college units, or have passed minimum proficiency exams. All MOCHA staff are live scanned with the California Department of Justice are tested for tuberculosis every four years.

### **INSURANCE**

MOCHA is completely insured contributing to peace of mind in both the company and customer when contracting a project.

Insurance:

Commercial General Liability Insurance

Each Occurrence: 1,000,000

General Aggregate: 3,000,000

Professional: 1,000,000

Automobile Liability Insurance

Combined Single Limit: 1,000,000

Umbrella Liability:

Each Occurrence: 1,000,000

Workers Compensation

E.L Each Accident: 1,000,000

E.L Disease- EA Employees: 1,000,000

E.L. Disease-Policy Limit: 1,000,000

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : museum\* of "children's"art\***

**Record Status: Active**

<b>ENTITY</b> Young At Art Of Broward, Inc.	Status:Active
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DUNS: 783890056	+4:	CAGE Code: 4G6A4	DoDAAC:
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Expiration Date: May 24, 2018	Has Active Exclusion?: No	Debt Subject to Offset?: No
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Address: 751 SW 121ST AVE
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City: DAVIE
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State/Province: FLORIDA
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ZIP Code: 33325-3804
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Country: UNITED STATES
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