| Board Office Use: Legislative File Info. |            |  |  |  |  |  |
|--|------------|--|--|--|--|--|
| File ID Number                           | 18-1655    |  |  |  |  |  |
| Introduction Date                        | 8/22/18    |  |  |  |  |  |
| Enactment Number                         | 18-1421    |  |  |  |  |  |
| Enactment Date                           | 8/22/18 os |  |  |  |  |  |



## Memo

To

Board of Education

From

Kyla Johnson-Trammell, Superintendent

**Board Meeting Date** 

(To be completed by Procurement)

August 22, 2018

Subject

Memorandum of Understanding - Challenge Island (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 Challenge Island. Services to be primarily provided to the Community Schools and Student Services Department for the period of January 1, 2018 through January 1, 2021.

**Background** 

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

Challenge Island provides hands-on, multi-sensory challenges reinforcing concepts for all types of learners (auditory, visual, tactile and kinesthetic) and providing students with multiple "hooks" to utilize when taking high-stakes tests. This program provides students with enriched, fun-filled experiences that will stay with them throughout their lives developing lifelong learners and problem solvers.

Discussion

One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding between the District and Challenge Island, Fremont, CA, to provide Science, Technology, Engineering, the Arts and Mathematics (STEAM) curriculum; students will work together in tribes to complete challenges that demonstrate one or more STEAM concepts; hands-on opportunities made available to ignite curiosity and spark learning by letting students experiment in real-world situations, even for those who do not think of themselves as "math and science" kids; students apply engineering principles: Understand, Brainstorm, Build, Test, Improve, Retest, Improve Again, and Share. As a result, students learn about communication, collaboration, critical thinking, creativity and public speaking at Redwood Heights Elementary, for the period of January 1, 2018 through January 1, 2021, at no cost to the District.

Recommendation

Approval by the Board of Education of a Memorandum of Understanding between the District and Challenge Island. Services to be primarily provided to the Community Schools and Student Services Department for the period of January 1, 2018 through January 1, 2021.

Fiscal Impact

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

Attachments

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

www.ousd.k12.ca.us



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

| Legislative File ID No. 18-1655   |
|---|
| Department: 922/Community Schools and Student Services  |
| Vendor Name: Challenge Island   |
| <b>Contract Term:</b> Start Date: 01/01/2018 End Date: 01/01/2021   |
| Annual Cost: \$ 0   |
| Approved by: Andrea Bustamante  |
| Is Vendor a local Oakland business? Yes No  |
| Why was this Vendor selected?   |
| School-site selected partner for In-Kind agreement.   |
|   |
|   |
|   |
| Summarize the services this Vendor will be providing.   |
| Challenge Island provides hands-on, multi-sensory challenges reinforcing concepts for all types of learners (auditory, visual, tactile and kinesthetic) and providing students with multiple "hooks" to utilize when taking high-stakes tests. This program provides students with enriched, fun-filled experiences that will stay with them throughout their lives developing lifelong learners and problem solvers. |
|   |
|   |
| Was this contract competitively bid? Yes No   |
| If No, answer the following:  |
| How did you determine the price is competitive?   |
| No cost to OUSD for services.   |
|   |
|   |
|   |
|   |

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| 2) | Pleas    | se check the competitive bid exception relied upon:   |
|----|----------|---|
|    | $\sqcup$ | Educational Materials   |
|    | Ш        | <b>Special Services</b> contracts for financial, economic, accounting, legal or administrative services   |
|    | Щ        | CUPCCAA exception (Uniform Public Construction Cost Accounting Act)   |
|    |          | <b>Professional Service Agreements</b> of less than \$87,800 (increases a small amount on January 1 of each year)   |
|    |          | <b>Construction related Professional Services</b> such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)  |
|    |          | <b>Energy</b> conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)  |
|    |          | <b>Emergency</b> 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   |
|    |          | <b>Change Order for Material and Supplies</b> 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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# MEMORANDUM OF UNDERSTANDING, NO COST TO OAKLAND UNIFIED SCHOOL DISTRICT

## I. Parties The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between Oakland Unified School District ("OUSD") and Challenge Island [CONTRACTOR—name of your organization]. WHEREAS, the CONTRACTOR's services or program described in this MOU will be provided at no cost to OUSD (or students or parents unless otherwise agreed upon by both parties); and BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said program(s) selected in Section II of the MOU. II. Site Name(s) Unless otherwise further agreed to in writing by the parties, the School Sites governed by this MOU are the following (attach separate document if more space is needed): Redwood Heights Elementary III. CONTRACTOR Responsibilities/Scope of Services A. Provide a description of the services that your program(s) will be providing to OUSD. Please be specific by answering all of the following questions. 1. A detailed description of the type of services your program(s) will provide to OUSD (reference Exhibit A: Scope of Work) 2. A description of your organization and relevant experience (reference Exhibit B: Statement of Qualifications) 3. Please disclose all costs to parents or students (if applicable). If no such costs, leave blank or write "N/A." Attached

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| 4. | <ul> <li>Alignment with District Strategic Plan: Indicate the goals and visions supported by the<br/>services of this contract: (Check all that apply.)</li> </ul> |   |  |  |  |  |  |  |  |
|----|--|---|--|--|--|--|--|--|--|
|    |  | Ensure a high quality instructional core            |  |  |  |  |  |  |  |
|    |  | Develop social, emotional and physical health       |  |  |  |  |  |  |  |
|    | 4  | Create equitable opportunities for learning         |  |  |  |  |  |  |  |
|    |  | High quality and effective instruction              |  |  |  |  |  |  |  |
|    | ~  | Prepare students for success in college and careers |  |  |  |  |  |  |  |
|    |  | Safe, healthy and supportive schools                |  |  |  |  |  |  |  |
|    |  | Accountable for quality                             |  |  |  |  |  |  |  |
|    |  | Full service community schools district             |  |  |  |  |  |  |  |

- B. Ensure that all CONTRACTOR personnel, including subcontractors, will comply with any policy and systems in place at OUSD and School(s). This includes, but is not limited to the following:
  - Drug and Smoke Free—No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs at these School(s).
  - 2. Anti-Discrimination—It is the policy of OUSD that in connection with CONTRACTOR's services under this MOU there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, age, or other legally protected class. Therefore, the CONTRACTOR agrees to comply with all applicable Federal and California laws.
  - 3. Conflict of Interest—CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alert OUSD in writing if and when a potential conflict arises.
  - 4. Family Education Rights and Privacy Act—CONTRACTOR shall observe all District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records. A separate Data Sharing Agreement is required if CONTRACTOR seeks identifiable student information.
- C. Tuberculosis Screening: CONTRACTOR is required to screen employees and agents who will be present at OUSD sites during the current school year. CONTRACTOR affirms that each person has current proof of negative TB testing on file and TB results are monitored. Please see Section IV for the relevant documentation that is required.
- D. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this MOU. CONTRACTOR certifies its compliance with these provisions as follows:

CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with

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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

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

Check one of the boxes below:

- ☑ CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- ☐ CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.
- F. Communication—CONTRACTOR agrees to communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the CONTRACTOR'S services are aligned with the School(s) and OUSD's mission and objectives and are adequately meeting student's needs. At the request of School(s) or OUSD staff, CONTRACTOR shall provide reasonable data and information to students participating in the CONTRACTOR's program.
- G. Confidentiality—CONTRACTOR shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of OUSD. CONTRACTOR will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so

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long as there is no information from which the identity of any student in the CONTRACTOR's program as a participant could be made.

H. Register With/Update Provider Database—In order to maintain accurate up-to-date information on the services provided, Contractor shall register in OUSD's provider database, update schools of operation prior to commencing services during subsequent school years, and update during the current school year when Contractor's schools of operation change.

#### IV. Required Documents

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

| A. | A. TB and Fingerprinting Clearance  Contractor (Individual): |  |  |  |  |  |  |  |  |  |
|----|--|--|--|--|--|--|--|--|--|--|
|    |  |  |  |  |  |  |  |  |  |  |
|    | v  | 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.  |  |  |  |  |  |  |  |  |
| В. | Insu   | rance  |  |  |  |  |  |  |  |  |
|    | Contractor (Individual/Agency):                              |  |  |  |  |  |  |  |  |  |
|    |  | Please attach documentation of either proof of insurance, or a waiver signed by the Risk Management Officer. The additional insured address must read: Oakland Unified School District, Attention: Risk Management, 1000 Broadway Suite 440, Oakland, CA 94607. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand. |  |  |  |  |  |  |  |  |

#### V. Responsibilities of Oakland Unified School District

- A. **Space**—Provide a suitable classroom or space at the participating School(s), to be agreed upon by School(s) and the CONTRACTOR.
- B. **Janitorial Service**—Provide necessary services to maintain this space, which may include janitorial services, maintenance, utilities, and technology support.

#### VI. Duration

| This MOU is for the | 01/01/2018          | -~ | 01/01/2021          | period |
|---------------------|---------------------|----|---------------------|--------|
|                     | [Insert mm/dd/year] |    | finsert mm/dd/yearl |        |

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#### VII. **Termination**

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

#### VIII. Defense/Indemnity/Hold Harmless

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

#### IX. Jurisdiction

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

#### X. Notices

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

| DISTRIC            | Т   | CONTRA             | CTOR  |
|--------------------|---|--------------------|---|
| Contact:<br>Title: | Marion McWilliams<br>General Counsel                          | Contact:<br>Title: | Aaska Patel Program Director                                |
| Address:           | Office of the General Counsel<br>1000 Broadway, Suite 680     | Address:           | 39497 Sundale Drive   |
| Phone:<br>Fax:     | Oakland, CA 94607<br>510-879-8535<br>510-879-4046             | Phone:<br>E-mail:  | Fremont CA 94538  510 359 1205  apatel@challenge-island.com |
| Email:             | marion.mcwilliams@ousd.org  USD Sponsoring School/Department: | \ \ \ \ \ \ \ \    |   |
| XI. Liabi          |   |                    | MCY MARTIN YOUNG, PARTNERSHIPS                              |

#### XI. Liability

Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion XII.

CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation

Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).

#### XIII. Integration and Modification

This MOU constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This MOU may be amended or modified only in writing, signed by both Parties.

#### XIV. Assignment

The rights and obligations of the each Party under this MOU shall not be assigned without the express prior written consent of the other Party.

#### XV. Waiver

No delay or omission by either Party in exercising any right under this MOU shall operate as a waiver of that or any other right provided for in this MOU.

#### XVI. No Rights in Third Parties

This MOU does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

#### XVII. Counterparts

This MOU and all amendments and modifications to it may be executed in counterparts, and all counterparts together shall be construed as one document.

#### XVIII. Intellectual Property

During the term of this MOU, any works created by or inventions of Contractor, his agents or employees, within the scope of the work contracted herein shall belong to the District together with all associated copy rights and patents. Contractor shall not publish any aspect of the work performed hereunder without prior written consent of the District.

#### XIX. Relationship of Parties

This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

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#### XX. Signature Authority

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

#### XXI. Incorporation of Recitals and Exhibits

The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.

#### XXII. Public Document

This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

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

| OAKLAND UNIFIED SCHOOL  | OL DISTRICT         | CONTRACTOR                                      |                  |  |  |
|---|---------------------|---|------------------|--|--|
| Aime Eng  | 8/23/18             |   | 11/27/2017       |  |  |
| X President, Board of Education   | Date (mm/dd/year)   | Contractor Signature                            | Date (mm/dd/year |  |  |
| Superintendent  |                     |   |                  |  |  |
| Chief or Deputy Chief   |                     |   |                  |  |  |
| If the have   | 8/23/18             | Aaska Patel, Program Director Print Name, Title |                  |  |  |
| Secretary, Board of Education   | Date (mm/dd/year)   |   |                  |  |  |
| Form approved by OUSD General G   | Counsel for 2017-18 |   |                  |  |  |
| OAKLAND UNIFIED SCHOO<br>Office of the General C<br>APPROVED FOR FORM & S<br>By:<br>Andrea Epps, Attorney | OUNSEL<br>UBSTANCE  |   |                  |  |  |

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



#### Exhibit A

#### Scope of Work

Challenge Island is a one of a kind enrichment program on the cutting edge of STEAM education and 21st Century Learning. Our goal is to create collaborative learning experiences using highly engaging curriculum that simultaneously addresses the needs of both the creative, playful child of today and the globally successful adult of the future. Our high interest, curriculum uniquely intertwines STEAM, English Language Arts, Math, Science and Social Studies concepts into one action packed experience for preschool, elementary and middle school students.

The Challenge Island curriculum is unique and the students will visit Islands and work together in Tribes to complete Challenges that demonstrate one or more STEAM concepts. The hands-on opportunities made available in Challenge Island ignite curiosity and spark learning by letting the students experiment in real-world situations, even for students who do not think of themselves as "math and science kids." While working in their tribes to solve the challenges, the students apply engineering principles, Understand, Brainstorm, Build, Test, Improve, Retest, Improve Again, and Share. As a result, the students learn about communication, collaboration, critical thinking, creativity and public speaking. When kids participate in Challenge Island programs, they are preparing for what lies ahead and ensuring that they will be equipped to handle the problems of the future.



### Description of Services:

Challenge Island is an educational franchise based in Atlanta, Georgia. Challenge Island Bay Area started their offering Challenge Island 4 years. We have served lot of different cities and elementary schools.



## CERTIFICATE OF LIABILITY INSURANCE

LL R022 DATE (MM/DD/YYYY) 11/27/2017

THIS CERTIFICATE IS SUED 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).

RODUCER

INTIMES INSURANCE AGENCY INC/PHS

PRONE (888) 443-6112

NUTMEG INSURANCE AGENCY INC/PHS FAX (A/C, No): (888) 443-6112 (866) 467-8730 (A/C, No, Ext): 025657 P: (866) 467-8730 F: (888) 443-6112 ADDRESS PO BOX 29611 INSURER(S) AFFORDING COVERAGE NAIC# 11000 CHARLOTTE NC 28229 INSURERA: Sentinel Ins Co LTD INSURED INSURER B INSURER C ISLAND KIDS LLC INSURER D 39497 SUNDALE DR INSURER E FREMONT CA 94538 INSURER F

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.

| CLAIMS-MADE X OCCUR  General Liab                      |   |   |   |   |   | EACH OCCURRENCE   | \$2,000,000   |
|--|---|---|---|---|---|---|---|
|  |   |   |   |   |   |   |   |
| General Liah   |   |   |   |   |   | DAMAGE TO RENTED<br>PREMISES (Ea occurrence)  | \$1,000,000   |
| delicial blab  | X   |   | 02 SBM IA5344   | 02/16/2017  | 02/16/2018  | MED EXP (Any one person)  | \$10,000  |
|  |   |   |   |   |   | PERSONAL & ADV INJURY   | \$2,000,000   |
| N'L AGGREGATE LIMIT APPLIES PER:                       |   |   |   |   |   | GENERAL AGGREGATE   | \$4,000,000   |
| POLICY PRO- X LOC                                      |   |   |   |   |   | PRODUCTS - COMP/OP AGG  | \$4,000,000   |
| OTHER:   |   |   |   |   |   |   | \$  |
| TOMOBILE LIABILITY                                     |   |   |   |   |   | (Ea accident)   | \$  |
| ANY AUTO   |   |   |   |   |   | BODILY INJURY (Per person)  | \$  |
| OWNED SCHEDULED  |   |   |   |   |   | BODILY INJURY (Per accident)  | ş   |
| HIRED NON-OWNED AUTOS ONLY                             |   |   |   |   |   | PROPERTY DAMAGE<br>(Per accident)   | ş   |
|  |   |   |   |   |   |   | \$  |
| UMBRELLA LIAB X OCCUR                                  |   |   |   |   |   | EACH OCCURRENCE   | \$1,000,000   |
| EXCESS LIAB CLAIMS-MADE                                | X   |   | 02 SBM IA5344   | 02/16/2017  | 02/16/2018  | AGGREGATE   | \$1,000,000   |
| DED X RETENTION\$ 10,000                               |   |   |   |   |   |   | ş   |
| RKERS COMPENSATION EMPLOYERS' LIABILITY                |   |   |   |   |   | PER OTH-<br>STATUTE ER  |   |
| PROPRIETOR/PARTNER/EXECUTIVE Y/N                       |   |   |   |   |   | E.L. EACH ACCIDENT  | \$  |
| ndatory in NH)   | N/A   |   |   |   |   | E.L. DISEASE- EA EMPLOYEE   | \$  |
| If yes, describe under DESCRIPTION OF OPERATIONS below |   |   |   |   |   | E.L. DISEASE - POLICY LIMIT   | \$  |
|  | OTHER:  TOMOBILE LIABILITY  ANY AUTO  OWNED  AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY  UMBRELLA LIAB  EXCESS LIAB  CLAIMS-MADE  DED X  RETENTION \$ 10,000  EXERS COMPENSATION  EMPLOYERS 'LIABILITY  PROPRIETOR/PARTNER/EXECUTIVE (CER/MEMBER EXCLUDED?  Indatory in NH)  es, describe under | POLICY PROJECT X LOC OTHER:  TOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY AUTOS AUTOS ONLY AUTOS ONLY  UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE X  DED X RETENTION \$ 10,000  EXERS COMPENSATION EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE Y/N ICCER/MEMBER EXCLUDED? INDICATOR OF THE TOTAL OF THE | POLICY PROJECT X LOC OTHER:  TOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY AUTOS ONLY  UMBRELLA LIAB X OCCUR  EXCESS LIAB CLAIMS-MADE X  DED X RETENTION \$ 10,000  EXERS COMPENSATION EXERS COMPENSATION CERN/MEMBER EXCLUDED? INVA MATARIA CONTROL  INVA  I | POLICY PROJECT X LOC OTHER:  TOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY AUTOS AUTOS ONLY AUTOS ONLY  UMBRELLA LIAB X OCCUR  EXCESS LIAB CLAIMS-MADE X 02 SBM IA5344  DED X RETENTION \$ 10,000  EXERS COMPENSATION EXPRISED BY AUTOS ONLY  N/A  CIAMS-MADE X 02 SBM IA5344 | POLICY PROJECT X LOC OTHER:  TOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY  UMBRELLA LIAB X OCCUR EXCESS LIAB  CLAIMS-MADE X  DED X RETENTION \$ 10,000  EXERS COMPENSATION EMPLOYERS' LIABILITY PROPRIETORI/PARTNER/EXECUTIVE Y/N ICCER/MEMBER EXCLUDED? Indatory in NH)  es, describe under | POLICY PROJECT X LOC OTHER:  TOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY  UMBRELLA LIAB X OCCUR  EXCESS LIAB CLAIMS-MADE X 02 SBM IA5344  DED X RETENTION'S 10,000  EXERS COMPENSATION EXERS COMPENSATION EXERS COMPENSATION EXERS COMPENSATION CERT/MEMBER EXCLUDED? INVA  Bes, describe under | POLICY PRODUCTS - COMP/OP AGG  COMBINED SINGLE LIMIT (Ea accident)  BODILY INJURY (Per person)  BODILY INJURY (Per person)  BODILY INJURY (Per accident)  PROPERTY DAMAGE (Per accident)  PROPERTY DAMAGE (Per accident)  PROPERTY DAMAGE (Per accident)  AUTOS ONLY  LUMBRELLA LIAB X OCCUR  EXCESS LIAB CLAIMS-MADE X 02 SBM IA5344  O2/16/2017  O2/16/2018  AGGREGATE  PER OTH- ENLOYERS LIABILITY  PROPRIETOR/PARTNER/EXECUTIVE Y/N  CERTIMEMBER EXCLUDED?  ANA  BELL DISEASE - POLICY LIMIT  ELL DISEASE - POLICY LIMIT  EL DISEASE - POLICY LIMIT  EL DISEASE - POLICY LIMIT  EL DISEASE - POLICY LIMIT |

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

Those usual to the Insured's Operations. Certificate Holder is an Additional Insured per Additional Insured Endorsement IH1200 attached to this policy.

| CERTI | FICATE | HOLD | ER |
|-------|--------|------|----|
|-------|--------|------|----|

CANCELLATION

Oakland Unified School District

BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED

Attn: Risk Management 1000 BROADWAY STE 440 OAKLAND, CA 94607

Sugan S. Castaneda

POLICY NUMBER: 02 SBM IA5344



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

ADDITIONAL INSURED - PERSON-ORGANIZATION

LGS RECRATION AND ITS BOARD OF TRUSTEES, MEMBERS OF ITS BOARD OF TRUSTEES, AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, OFFICERS, CONSULTANTS, AND VOLUNTEERS
123 E MAIN ST
LOS GATOS, CA 95030

OAKLAND UNIFIED SCHOOL DISTRICT ATTN: RISK MANAGEMENT 1000 BROADWAY STE 440 OAKLAND CA 94607

Form IH 12 00 11 85 T SEQ. NO. 001 Printed in U.S.A. Page 001

Process Date: 11/07/17 Expiration Date: 02/16/18



To Whom It May Concern:

All Challenge Island Employees are live scanned by BeAMentor. And all employees are submitted their TB test.

Please let me know if you have any questions.

Sincerely, Aaska Patel apatel@challenge-island.com 510 359 1205

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

Search Term : challenge\* island\* Record Status: Active

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