



Berkeley Unified School District ROUTING FORM Contract, MOU and Amendment Approval

All Independent Contractor Agreement, MOU and Amendment Forms should be routed to the Purchasing Department **first** for tracking. Purchasing will send the documents to the appropriate departments for funding approval, fingerprint clearance and approval from the appropriate Division Head. You may contact Purchasing Department or Business Services to find out where your document is within the process.

Please place this routing form as the first page of the contract package prior to submission.

| Contract Vendor | |
|--|--|
| Contractor Name: Herff Jones, LLC | Contract Amount: \$12/graduate (Total TBD) |
| EREQ/General Requisition # | Date Prepared: |
| Originator / Requestor: | Phone #: |
| Contract Status: <input checked="" type="checkbox"/> New <input type="checkbox"/> Amended | |
| Estimated Board Approval date, \$10,000 or more - Board Date: _____ Separate Board Memorandum needed for \$100,000 or more – Board Date: _____ <i>*Contract start date must be subsequent to estimated board approval date and contractor cannot begin services until a purchase order is generated.</i> | |

| Required attachments and information submitted with this Routing Form | | | |
|---|-------------------------------------|--------------------------|--|
| Ind Contract Agreement | MOU | Amendment to Contract | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Indicate Contract Type (Please Select One) |
| <input checked="" type="checkbox"/> | | | Attachment A - Description of Services |
| <input type="checkbox"/> | | | Attachment B – Fingerprint Waiver Request (Optional) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | | Attachment C - IRS form W9 |
| <input type="checkbox"/> | | | Attachment D - DE542 E2DD Report of Independent Contractor |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | | Attachment E - Contractor Evidence of Insurance (Must be attached for MOU's) |
| <input type="checkbox"/> | | | Attachment F – Resume including references for new vendors |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | General Requisition or EREQ (attach print screen) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Board Memorandum (if total contract amount is or will be over \$100K) |
| | | <input type="checkbox"/> | Copy of original Purchase Order – for all amendments |

| DISTRICT OFFICE APPROVAL | | |
|---|-----------------|------------|
| Assistant Superintendent of Ed Services - For contracts over \$10,000 at ALL school sites and Ed Service Depts. | | |
| Print Name _____ | Signature _____ | Date _____ |

| Human Resources - for Fingerprinting/TB Clearance | | |
|---|-----------------|------------|
| Print Name _____ | Signature _____ | Date _____ |

| Fiscal Services - for Budget Review | | |
|-------------------------------------|-----------------|------------|
| Print Name _____ | Signature _____ | Date _____ |

| Assistant Superintendent of Business Services - Final Approval | | |
|--|-----------------|------------|
| Print Name _____ | Signature _____ | Date _____ |

CICW

**Berkeley Unified School District
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is dated this 29 day of April, 2020, by and between Berkeley Unified School District hereinafter referred to as BUSD and Herff Jones, LLC hereinafter referred to as "CONTRACTOR" whose place of business is Indianapolis, IN, for Professional Services.

This Memorandum of Understanding represents the services which "CONTRACTOR" will provide to the "BUSD" at _____ Berkeley, CA during the 2020 school year.

ARTICLE I: DESCRIPTION OF THE CONTRACTING AGENCY – Contractor

[Click Here and Type in Detailed Description of the Services that will be provided under this Contract]

ARTICLE II: STATEMENT OF SERVICES TO BE PROVIDED

[Click Here and Type in Detailed Description of the Services that will be provided under this Contract]

ARTICLE III: TERM OF SERVICES

Contractor shall commence work on TBD. Work to be completed by TBD 20 .

ARTICLE IV: REQUIREMENTS OF THE BUSD

To support the delivery of quality educational services to students and the school, as part of this MOU, the BUSD agrees to the following:

[Click Here and Type in requirements and or timelines that the Contractor needs the site or Department to provide, if any]

ARTICLE V: TECHNICAL DIRECTION

Performance of the work under this MOU shall be subject to the direction of BUSD Principal/Manager: [Click Here and Type in the Name].

ARTICLE VI: FINGERPRINTING AND TB CLEARANCE

Education Code 45125.1 and 49406 and California Assembly Bill 346 indicate that employees of entities providing services on a school site must have a tuberculosis clearance and be fingerprinted by the California Department of Justice and FBI for a criminal records check and found not to have been convicted of a serious or violent felony. Accordingly, in the event that this MOU may involve contact with BUSD pupils, the Contractor shall comply with the provisions of Education Code section 45125.1 and California Assembly Bill 346 regarding the submission of employee fingerprints to the California Department of Justice and the FBI and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with BUSD pupils until such time as the Contractor has verified in writing to the governing board of BUSD that the employee has not been convicted of a felony, as defined in Education Code section 45125.1. The Contractor's responsibility shall extend to all of its employees, subcontractors, agents, and all employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by BUSD, or acting as independent Contractors of the Contractor. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this MOU, shall be provided in writing to BUSD prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

Contractor expressly agrees that: (1) Contractor and all of Contractor's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice and FBI, together with the requisite fee as set forth in Education Code section 45125.1; (2) Contractor shall not permit any employee to come in contact with pupils until the Department of Justice and FBI have ascertained that the employee has not been convicted of a serious or violent felony. Contractor is required to fulfill these requirements at its own expense; (3) Contractor certifies herein that none of its employees who may come in contact with pupils have been convicted of a serious or violent felony.

Contractor further expressly agrees that the following conditions shall apply to any work performed by the Contractor and/or Contractor's employees on a school site: (1) Contractor and Contractor's employees shall check in with the school site office each day immediately upon arriving at the school site; (2) Contractor and Contractor's

Berkeley Unified School District

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employees shall inform school site office staff of their proposed activities and locations at the school site; (3) Once at such location, Contractor and Contractor's employees shall not change locations without informing the school site office prior to any such change in location; (4) Contractor and Contractor's employees shall not use pupil restroom facilities; and (5) if Contractor and/or Contractor's employees find themselves alone with a pupil, Contractor and Contractor's employees shall immediately contact the school site office and request that a member of the school staff be immediately assigned to the concerned work location.

INITIALS OF Contractor KS

ARTICLE VII: INSURANCE

a) The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

- i) **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001) Commercial General Liability insurance shall include contractual liability, products liability, completed operations and broad form property damage coverage.
- ii) **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this MOU are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- iii) **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

| Type of Coverage | Minimum Requirement |
|---|---------------------|
| Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products Liability, Completed Operations and Broad Form Property Damage, Advertising Injury, and Medical Payments | |
| Each Occurrence | \$ 1,000,000 |
| General Aggregate | \$ 2,000,000 |
| Automobile Liability Insurance - Any Auto | |
| Each Occurrence | \$ 1,000,000 |
| General Aggregate | \$ 1,000,000 |
| Professional Liability | \$ 1,000,000 |
| Workers Compensation | Statutory Limits |
| Employer's Liability | \$ 1,000,000 |

b) **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- i) A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

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- ii) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- iii) An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- iv) All policies shall be written on an occurrence form.
- c) **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

ARTICLE VIII: DEFENSE AND INDEMNIFICATION

Contractor agrees to defend, indemnify and hold harmless BUSD, its Board, trustees, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Contractor or its sub-Contractors, and any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the services of the Contractor, whether authorized by this MOU or not. Contractor further agrees to waive all rights of subrogation against BUSD. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of BUSD or any of its agents or employees.

ARTICLE IX: COMPENSATION FOR SERVICES

- a) The BUSD agrees to pay Contractor a total of \$12/Graduate for the services described above. Complete the chart below to provide justification for the total contract cost. List of the description of services, the number of staff providing services, hourly rates, and costs of materials to be provided.

| Contract Cost Justification for MOU | | | | |
|---|--|---------------------------|---------|--------------|
| # staff / presenters | Description of services to be provided | Hourly/Daily Rate or cost | Qty | Total |
| | Virtual Graduation | \$ 12/graduate | 2250 | \$ 27,000.00 |
| | | \$ | | \$ |
| Description of materials provided by Contractor (i.e., binders, workbooks, CDs/DVDs, etc.) | | Cost | Qty | Total |
| | | \$ | | \$ |
| | | \$ | | \$ |
| If needed, provide additional detail justification below. | | | Total : | \$ |
| <p>Herff Jones, in collaboration with StageClip and MarchingOrder, is pleased to announce a virtual graduation solution that provides high schools a proven, easy-to-implement platform to celebrate your graduate's achievements. It's much more than your basic livestream, it's a customized, personalized experience.</p> <p>HERFF JONES BRINGS IT ALL TOGETHER. Leveraging the industry-leading, student-centric technology of StageClip and MarchingOrder, your school can:</p> <ul style="list-style-type: none"> ✓ Host an online ceremony with or without a graduate procession. ✓ Virtually gather students and their families to celebrate commencement. ✓ Play audio of each student's names, pronounced correctly, as their personalized slide is displayed. ✓ Collect personalized content for ongoing communications. | | | | |

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- b) The BUSD agrees to pay the Contractor the contracted amount in monthly payments. Each payment will be based on an invoice submitted by the Contractor on the last day of each month. The Invoice is to be generated by the Contractor on appropriate letterhead or form and shall include: Description of services rendered during the invoice period; date and hours of services, hourly rates of staff or the specific services provided during the month and a total. Invoices are to be sent to **Berkeley Unified School District** Attention Accounts Payable, 2020 Bonar Street, Suite 217B, Berkeley, CA 94702.
- c) The Contractor shall maintain accurate records of costs incurred in performance of this MOU and shall make such records available to the BUSD upon request.

ARTICLE X: TERMINATION

- a) **For Cause:** BUSD may terminate this MOU upon giving of written notice of intention to terminate for cause. Cause shall include:
 - i. material violation of this MOU by the Contractor; or
 - ii. any act by Contractor exposing BUSD to liability to others for personal injury or property damage; or
 - iii. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. BUSD may secure the required services from another Contractor. If the expense, fees, and/or costs to BUSD exceeds the cost of providing the service pursuant to this MOU, the Contractor shall immediately pay the excess expense, fees, and/or costs to BUSD upon the receipt of BUSD's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to BUSD.
- b) **Without Cause by BUSD:** BUSD may, at any time, with or without reason, terminate this MOU and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by BUSD shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
- c) **Upon Termination: Contractor** shall provide BUSD with all documents produced maintained or collected by Contractor pursuant to this MOU, whether or not such documents are final or draft documents.

ARTICLE XI: PRIOR AGREEMENTS

This MOU represents the sole agreement between BUSD and the Contractor with respect to the scope of services described herein. Any prior understanding or agreements, written or oral, between BUSD and the Contractor are superseded by this MOU. This MOU may be amended or modified only by a written instrument executed by both parties.

ARTICLE XII: SEVERABILITY

The invalidity or unenforceability of any one or more of the provisions of this MOU shall in no way affect the validity or enforceability of any of the other provisions hereof, and any provision that is prohibited by or under the laws of any jurisdiction shall be ineffective in such jurisdiction only to the extent of such prohibition and shall not invalidate or in anywise affect the other provisions hereof.

ARTICLE XIII: ALTERNATIVE DISPUTE RESOLUTION

In the event of dispute about any invoice or the quality of work of the "CONTRACTOR", the "BUSD" and "CONTRACTOR" agree to mediate such a dispute before a mutually agreed-upon mediator or a dispute resolution service.

ARTICLE XIV: COMPLIANCE WITH LAWS

Contractor shall observe and comply with all rules and regulations of the governing board of BUSD and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this MOU is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify BUSD, in writing, and, at the sole option of BUSD, any necessary changes to the scope of the Work shall be

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made and this MOU shall be appropriately amended in writing, or this MOU shall be terminated effective upon Contractor's receipt of a written termination notice from BUSD. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying BUSD of the violation, Contractor shall bear all costs arising therefrom.

ARTICLE XV: COPYRIGHT

Any written product produced as a result of this MOU shall be a work for hire and shall be the property of BUSD.

ARTICLE XVI: AMBIGUITY

The parties to this agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity

ARTICLE XVII: ASSIGNMENT

Without the prior written consent of BUSD, this MOU is not assignable by the Contractor, either in whole or in part.

ARTICLE XVIII: GOVERNING LAW

The validity of this MOU and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California. Venue for all litigation relative to the formation, interpretation, and performance of this MOU shall be in Alameda County, California.

CONTRACTOR

Contractor / Agency Name: Herff Jones, LLC
Address: 4625 West 62nd Street
Indianapolis, IN 46268
Contractor's Contact Person: Kathy Scarborough
Title: Director, Sales Operations
Telephone: 317-612-3652 E-mail: kmscarborough@herffjones.com
Signature: Andrew Checketts Date: 4/29/20

BERKELEY UNIFIED SCHOOL DISTRICT

By Asst. Superintendent of Business Services:

Signature: _____ Date: _____

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Hercules Achievement Inc

2 Business name/disregarded entity name, if different from above

Herff Jones LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

4501 W 62nd St

6 City, state, and ZIP code

Indianapolis, IN 46268

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

 - -

or

Employer identification number

4 7 - 2 2 6 1 4 9 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Nichole R. Boyles

Date ►

1-22-2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/28/2020

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 Willis Towers Watson Insurance Services West, Inc. fka Willis of Texas, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA | CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com |
| INSURED Herff Jones, LLC 4501 W. 62nd Street Indianapolis, IN 46268 | INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of Ame INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |
| | NAIC # 25674 |

COVERAGES

CERTIFICATE NUMBER: W16335304

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|-------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | TJ-GLSA-6E004859-TIL-19 | 07/30/2019 | 07/30/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | TJ-CAP-6E004847-TIL-19 | 07/30/2019 | 07/30/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N No | TC2J-UB-6N324265-19 | 07/30/2019 | 07/30/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

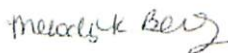
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are included as Additional Insureds as respects to General Liability and Auto Liability.

General Liability and Auto Liability policies shall be Primary to any other insurance in force for or which may be purchased by Additional Insureds.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|---|
| Berkeley Unified School District 2020 Bonar Street Room 116 Berkeley, CA 94702 | 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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Announcing a powerful partnership to deliver a premium virtual graduation.

THE ULTIMATE VIRTUAL GRADUATION CEREMONY.



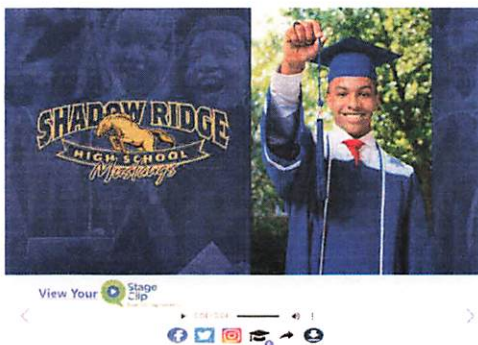
Given the current challenges of closed campuses and cancelled graduations, celebrating and recognizing the Class of 2020 is as important as ever. This solution allows for speeches to still happen, graduates to be individually recognized, and positive memories to be made.

Herff Jones, in collaboration with StageClip and MarchingOrder, is pleased to announce a virtual commencement solution that provides high schools with a proven, easy-to-implement platform to recognize this year's graduates.

VIRTUAL GRADUATION MADE SIMPLE.

Leveraging the industry-leading, student-centric technologies of StageClip and MarchingOrder, your school will be able to:

- Host an online ceremony with or without a graduate procession
- Virtually gather students and their families to celebrate 2020 graduation
- Play audio of each student's names, pronounced correctly, as their personalized slide is displayed
- Collect personalized content for ongoing communications
- Gift each senior their individual #MoveTheTassel moment with a school branded, personalized video clip. Perfect for sharing with loved ones on social media.



MarchingOrder allows you to celebrate and personalize the big moment.

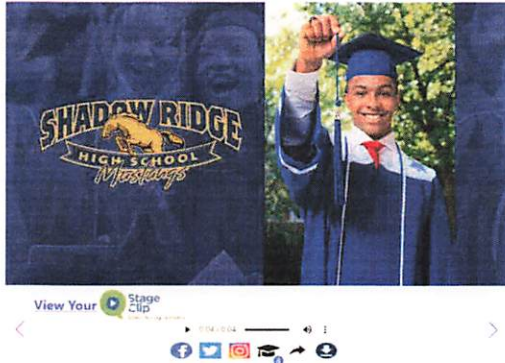
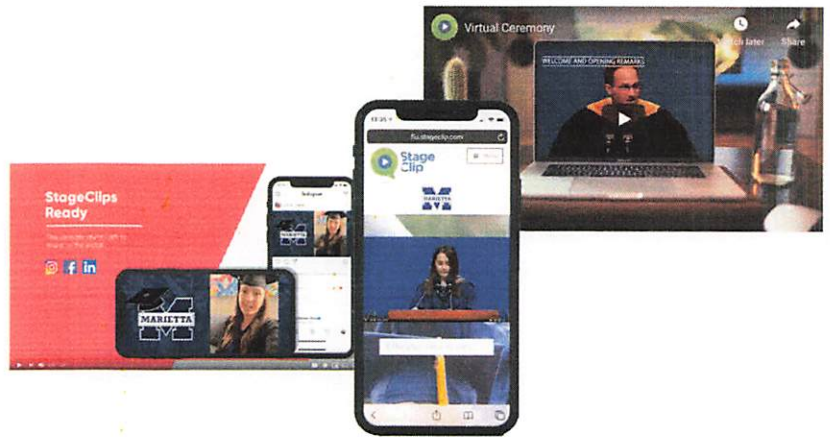


With StageClip, graduates can actively participate in the virtual ceremony and share on social media.

#GradAWAYtion #MoveTheTassel #ClassOf2020Strong

ABOUT STAGECLIP.

With StageClip, your graduates can share this big moment with individualized video clips and content, which can be posted to social media instantly. If your commencement ceremony has been postponed or cancelled, you can still honor and celebrate the resilient Class of 2020!



ABOUT MARCHINGORDER.

MarchingOrder uses the latest technology to make graduation ceremonies run more smoothly and efficiently. It ensures every name is pronounced properly and every graduate receives personalized recognition.

MarchingOrder has been used for thousands of ceremonies, large and small, and can be customized to suit the needs of your school.

HERFF JONES BRINGS IT ALL TOGETHER. SIMPLY.

As always, Herff Jones is BY YOUR SIDE to elevate experiences and celebrate student achievements.

- In addition to this exclusive partner offering, we offer customized graduation gift programs to thank your graduates during these unprecedented, unexpected times.
- If you still intend on having your commencement at a later date, Herff Jones will be on-site to provide the service and support you need.
- Pricing is available by school or district. Contact your Herff Jones rep for details.
- Herff Jones generates zero revenue from our virtual graduation offering. Every dollar goes to our technology partners. Herff Jones is proud to be able to bring this innovative solution to our schools to honor graduates during these unprecedented times.

WE'RE HERE AND WE'RE READY TO HELP.

We're here for you and your students. Let us know how we can help you. To learn more about setting up Virtual Commencement for your school, go to herff.ly/virtualgraduation or talk to your Herff Jones scholastic partner.

WHEN YOU ARE READY, REGISTER.

Simply click on the link and complete the registration process for ordering a Virtual Commencement ceremony: <https://www.herffjones.com/ceremony/>