

## **AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT**, effective on the date last executed by the parties hereto (“Effective Date”), and between the **Rochester City School District**, having its principal office at 131 West Broad Street, Rochester, New York 14614, (hereinafter referred to as the “District”) and **Akoben, LLC**, (hereinafter referred to as “Consultant”) having its principal office at 364 E. Main Street, Suite 1405, Middleton, DE 19709.

**WHEREAS**, the District requires at various times and for various purposes, **coaching** services, and desires to enter into this Agreement with the Consultant for the provision of **coaching** services to the District; and

**WHEREAS**, the Consultant desires to enter into this Agreement with respect to its services to the District, upon the terms and conditions hereinafter set forth; and

**WHEREAS**, the Consultant represents itself able, specially trained and possessing the necessary skills, experience, education, competency, and licenses or credentials to perform the required services;

**NOW, THEREFORE**, the District and the Consultant agree as follows:

### **Section 1. TERM**

The term of this Agreement shall commence on the later of July 1, 2020 or the Effective Date and shall end on June 30, 2021. Either party may terminate this Agreement at any time upon twenty (20) days written notice.

**CONSULTANT IS NOT AUTHORIZED TO PROVIDE ANY SERVICES, OR INCUR ANY EXPENSES, UNTIL THIS AGREEMENT HAS BEEN FULLY EXECUTED.**

### **Section 2. SCOPE OF SERVICES**

Consultant shall perform the following services in a manner satisfactory to the District’s Authorized Agent:

- Facilitate Board Retreats throughout the 2020 – 2021 fiscal school year to focus on communication and development.
- Provide professional development training to administration staff.

To perform these services, the District shall provide the Consultant access to the following facilities: Rochester City School District Central Office, via Zoom or at another location requested by the Commissioners and Dr. Muhammad.

### **Section 3. EVALUATION OF CONSULTANT’S SERVICES**

Consultant understands that the District’s representative is required to provide an evaluation of the Consultant’s services. The District’s representative reserves the right to monitor and/or evaluate the services provided by conducting on-site visits and observations, surveys and/or interviews with participants and stakeholders, document and artifact collection and review, and any other applicable means. The District’s representative will evaluate the Consultant’s services using the following measures:

- **Participant feed back**



**Section 4. FEE**

The total fee payable to the Consultant shall not exceed **Nine Thousand Seven Hundred Fifty Dollars (\$9,750.00)**. **Travel and all other related expenses shall be the Consultant's sole responsibility. If this fee is contingent upon the receipt of a grant and the grant funds are not received, this Agreement shall be null and void.**

Consultant shall prepare and submit a detailed invoice to the District for services performed. The District's obligation to pay for services shall be limited to the actual work performed hereunder which may be less than, but may not exceed the funds encumbered by the District. **No payment shall be owed or made to Consultant for services commenced, or expenses incurred, prior to the Effective Date of this Agreement.**

The District shall be entitled to offset any payment due the Consultant for approved services by the amount of any and all unapproved services. The District shall be entitled to recoupment from the Consultant of any payments made to the Consultant for unapproved services, or for failure to deliver approved services set forth in this Agreement.

Please submit invoices with identifying Purchase Order number electronically to [accountspayable@rcsdk12.org](mailto:accountspayable@rcsdk12.org). If this option is not feasible, invoices may be mailed to RCSD Accounts Payable Department, 131 W. Broad Street, Rochester, NY 14614-1103. Invoices without a valid Purchase Order number will delay payment. All invoices must be submitted to the District's Accounts Payable Department no later than **June 30, 2021**. The District shall not be responsible to pay for invoices received after the above-referenced date.

**Section 5. STUDENT DATA**

Consultant agrees that it has not and will not request any data from the District containing personally identifiable student information as that term is defined under 20 U.S.C. §1232g, the Family Educational Rights and Privacy Act ("FERPA"). To the extent that the Consultant in the execution of its services under the Agreement requests data, they must have a legitimate reason in requesting said data, and any data so obtained will not contain any personally identifiable information, but may include aggregate publically available information.

Should Consultant request and receive any data which it has reason to believe contains personally identifiable information, Consultant will take all reasonable measures to safeguard said data and will promptly notify the District. Consultant will not share the data with third parties or subcontractors, and upon investigation by the District, may be directed to return and/or securely destroy same. The Consultant will also promptly notify the District when they or their subcontractors become aware of any actual or potential security or data breach relating to the information shared under this Agreement. All steps to mitigate and rectify the consequences of such a breach, including notification to impacted parties, shall be undertaken by the Consultant at its sole expense. The District will be entitled as a matter of right to seek injunctive relief to prevent a continuing breach of security, or data protection violation, without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing will be deemed to limit or abridge any other remedy available to the District at law or in equity.



**Section 6. WORK PRODUCT**

All materials produced by Consultant and delivered to the District shall become and remain the property of the District for all purposes (including copyright). The District shall have the right to modify any work product of Consultant other than factual or statistical information or analyses, or opinions or recommendations. With respect to any work product of Consultant that is creative (which term shall be interpreted liberally), Consultant represents and warrants that it is original, has not been previously published, is not in the public domain, does not violate any right of privacy, and is not libelous, obscene or unlawful; Consultant shall be given credit for any creative work product in a manner the District deems appropriate.

**Section 7. EQUIPMENT, MATERIALS AND SUPPLIES**

Unless specified elsewhere in this Agreement, all equipment, materials and supplies necessary to perform the services required by this Agreement shall be furnished by Consultant at its own expense.

**Section 8. CONFIDENTIALITY AND NON-DISCLOSURE**

Consultant acknowledges and agrees that, in the course of providing services to the District, the Consultant will obtain confidential information and records about the District, including, but not limited to, information about students, employees, District practices and procedures and financial information. The Consultant agrees that it shall comply with all applicable laws, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), the Individuals with Disabilities Education Act ("IDEA"), the New York State Education Law and the Health Insurance Portability and Accountability Act ("HIPAA"). The Parties to this Agreement shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Agreement (45 C.F.R. §§ 160.103 and 164.501). The Consultant further agrees to maintain the confidentiality of all such information, and not to disclose any such information, at any time, to any individual or party not bound by this Agreement.

**Section 9. FINGERPRINTING**

Pursuant to NYS Department of Education, Consultant and/or employees/subcontractors providing services under this Agreement, who will have direct student contact, for 5 days or more, shall obtain fingerprinting clearance. Consultant must submit a list of all employees/subcontractors who will be providing services to the District under this Agreement, and proof to the District of such fingerprinting clearance, prior to the commencement of services. Consultant shall not permit any individual who has not satisfied these requirements to provide any services under this Agreement. The District may, in its sole discretion, terminate this Agreement where Consultant has failed to meet the requirements of this Paragraph. Consultant shall make no demand for, nor be entitled to receive, any additional compensation of any kind for any and all fees and costs for fingerprinting clearance procedures. Consultant shall immediately notify the District in a manner consistent with this Agreement if any individual subject to fingerprinting clearance has been arrested and/or charged with a felony or misdemeanor in any jurisdiction.

**Section 10. RIGHT TO CURE**

In the event Consultant defaults in the performance of this Agreement in whole, or in part, the District may take over the work to be performed and complete the same by contract or otherwise, and Consultant shall be liable to the District for any excess cost occasioned thereby. The total fee payable to



Consultant under this Agreement, upon such termination, shall be such proportionate part of the total fee as the value of the work satisfactorily completed and delivered to the District bears to the value of the work contemplated by this Agreement.

**Section 11. NOTICES**

All notices required or permitted to be provided herein shall be furnished by hand delivery, overnight mail or certified mail return receipt requested and shall be effective upon receipt.

Notices shall be provided to the Parties at the following addresses:

To: Rochester City School District  
131 West Broad Street  
Rochester, New York 14614  
Attention: General Counsel

To: Akoben, LLC  
364 E. Main Street, Suite 1405  
Middleton, DE 19709  
Attention: Abdul-Malik Muhammad

**Section 12. INDEPENDENT CONTRACTOR**

Consultant for the purposes of carrying out its respective duties and responsibilities under this Agreement, shall be and perform at all times as an independent contractor. Neither Party will be under the direction or supervision of the other in the performance of its duties under this Agreement. Nothing herein shall be construed to create an employer/employee relationship between the Parties or between either Party and the employees or contractors of the other Party. Neither Party nor its employees or contractors shall be eligible for any employee benefits programs of the other Party nor shall they have any claim under this Agreement or otherwise against the other Party for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits, or any other employee benefits of any kind.

**Section 13. CONSULTANT'S LIABILITY**

Consultant hereby agrees to defend and indemnify the District against any and all claims, suits and liability, including attorney fees, which the District may incur in consequences of the intentional wrongful act or negligent act or omission of Consultant, or its officers, employees, subcontractors, agents, volunteers, or representatives. If a claim or suit is brought against the District for which Consultant may be responsible, in whole or in part, then Consultant shall be notified and shall handle or participate in the handling of the defense of such matter.

*[This space intentionally left blank]*



**Section 14. CONTRACT SUBJECT TO NEW YORK STATE RETIREMENT SYSTEM APPROVAL/CONTRACT DEEMED EXECUTORY**

If Consultant, or any individual working for the Consultant under this Agreement, is a NYS Retiree, this Agreement shall be contingent upon approval by the applicable New York State Retirement System. Should the applicable New York State Retirement System approval not be obtained, this Agreement shall be null and void. This Agreement shall be deemed executory only to the extent of funds appropriated by the District, and available for the purpose of this Agreement, and no liability on account thereof shall be incurred by the District beyond the amount of such funds. It is understood and agreed that neither this Agreement, nor any representation by any public officer or employee creates any legal, moral or equitable obligation on the part of the District to request, appropriate or make additional funds available for the purpose of this Agreement.

**Section 15. TAX**

As the District is exempt from paying excise or sales taxes of any jurisdiction, the District will not accept or pay any invoices or vouchers for such taxes.

**Section 16. EQUAL EMPLOYMENT OPPORTUNITY**

Consultant agrees that it will not discriminate against its employees (if any) with respect to terms and conditions of employment because of race, color, religion, gender, age, disability, national origin, sexual orientation, or marital or veteran status, in violation of any federal or state Civil Rights Acts or the Americans with Disabilities Act. Consultant also agrees to make a good faith effort to employ minority group persons and females in the hiring of employees for performance of services under this Agreement.

**Section 17. GENERAL LIABILITY INSURANCE**

The Consultant shall provide proof of General Liability Insurance, naming the District as an additional insured, acceptable to the District, duly subscribed by an insurance carrier, in the following amounts required by the District:

- \$1,000,000 – Per Incident
- \$2,000,000 – Aggregate

*Primary, non-contributory:* For any claims related to this agreement, the Consultant's insurance coverage shall be primary insurance with respect to the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

*If required:* Sexual Abuse and Molestation insurance, either under the General Liability Insurance or in a separate policy, with coverage not less than one million dollars (\$1,000,000). Any insurance coverage for sexual abuse and molestation insurance written on a claims made basis shall remain in effect for a minimum of one (1) year following the expiration of the agreement.

If the Consultant elects not to obtain General Liability insurance under this agreement, the Consultant must complete and submit for approval to the Office of the General Counsel, a "Waiver Application for General or Professional Liability Insurance" form. If waiver of general liability insurance is approved, it does not release the Consultant from responsibility for any claim or demand.



**Section 18. PROFESSIONAL OR EDUCATORS PROFESSIONAL LIABILITY INSURANCE**

The Consultant shall procure at its own expense professional liability insurance for services to be performed pursuant to this Agreement, insuring the Consultant against malpractice or errors and omissions of the Consultant, in the amount of One Million Dollars. The Consultant shall provide the District with a certificate of insurance from an authorized representative of a financially responsible insurance company evidencing that such an insurance policy is in force. The certificate shall contain a thirty (30) day cancellation clause which shall provide that the District shall be notified not less than thirty (30) days prior to the cancellation, assignment or change of the insurance policy. The Consultant shall also give at least thirty (30) days' notice to the District of such cancellation, amendment or change, and of any lapse of insurance coverage under this Agreement.

If the Consultant elects not to obtain Professional Liability insurance under this agreement, the Consultant must complete and submit for approval to the Office of the General Counsel, a "Waiver Application for General or Professional Liability Insurance" form. If waiver of professional liability insurance is approved, it does not release the Consultant from responsibility for any claim or demand.

**Section 19. WORKERS' COMPENSATION**

Consultant shall secure workers compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York or the State of Consultant's residence, whichever may apply. Consultant shall provide proof acceptable to the District, duly subscribed by an insurance carrier, that such Workers' Compensation coverage has been secured or provide a Certificate of Attestation of Exemption, Form CE-200, from the New York State Worker's Compensation Board.

[http://www.wcb.ny.gov/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp)

**Section 20. CERTIFICATION, DISCLOSURE, AND COMPLIANCE WITH ALL LAWS**

By entering into this Agreement, the Consultant certifies and affirms that he/she/it is a valid legal entity (or authorized individual), currently in good standing, and possesses all licenses, credentials or authorizations required by law to conduct the services contracted for herein. In addition, Consultant certifies and affirms that all disclosures to the District required by law have been made, including any known or potential conflict of interest as a result of this Agreement involving any District employee or family member. Consultant also certifies that he/she/it is not on the prohibited entities list pursuant to the New York State Iran Divestment Act of 2012, nor on the NYS debarred or ineligible list, and that no subcontractor that is identified on the prohibited, debarred, or ineligible lists will be utilized hereunder.

Consultant further agrees that, during the performance of the services required pursuant to this Agreement, it and all employees (if any) working under its direction shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way its actions during such performance of the services required by this Agreement. Furthermore, each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein.

**Section 21. AUDIT**

Consultant shall provide to District, immediately upon District's demand without prior notice during normal business hours, access to and copies of any books, records and papers, including computer tapes, disks, or other electronic media, pertinent to performance of the services under this Agreement up to three (3) years after termination of agreement without cost to the District.



**Section 22. PROHIBITION AGAINST ASSIGNMENT**

Consultant shall be prohibited from assigning, transferring, conveying, or otherwise disposing of this Agreement or any of its contents, or its right, title or interest therein, or of its power to perform the services required by this Agreement to any other person or corporation without the previous consent, in writing, of the District.

**Section 23. DISPUTE RESOLUTION**

This Agreement will be governed by the laws of the State of New York without regard for conflict of law principles. The State and Federal Courts located in Monroe County, New York shall be the exclusive forums for resolving all disputes arising from or relating to this Agreement. Without limiting the foregoing, the Parties agree to attempt to resolve any disputes through discussion and negotiation prior to commencing any legal action, but no liability will attach and action shall be dismissed for failure to comply with this subdivision.

**Section 24. EXTENT OF AGREEMENT**

This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and signed by the parties.

**Section 25. NON-WAIVER**

In the event that the terms and conditions of this Agreement are not strictly enforced by the District, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the District from enforcing each and every term of this Agreement thereafter.

**Section 26. SEVERABILITY**

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

**Section 27. GOVERNING LAW**

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, State of New York.

**Section 28. FORCE MAJEURE**

In the event either party is unable to perform its obligations under the terms of this Agreement because of events beyond such Party's reasonable control such as Acts of God including fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, epidemic, pandemic, any strike or labor disturbance, or any other event similar to those enumerated above, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes. Notice of a Party's failure or delay in performance due to force majeure must be given to the unaffected Party promptly but no later than fourteen (14) days after its occurrence which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. Notwithstanding the foregoing, the parties shall act in good faith to seek a resolution of the delay or failure to perform.



**IN WITNESS WHEREOF**, the parties have duly executed this Agreement on the day and year last written below.

**AKOBEN, LLC**

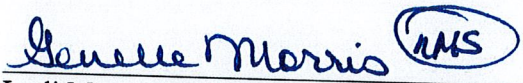
By: Abdul-Malik Muhammad

Print name: Abdul-Malik Muhammad

Title: Founder/Team Leader

Date: September 18, 2020

**ROCHESTER CITY SCHOOL DISTRICT**

By: Lesli Myers-Small   
Lesli Myers-Small Ed.D., Superintendent

Date: 9-24-2020





**Certificate of Attestation of Exemption  
from New York State Workers' Compensation and/or  
Disability and Paid Family Leave Benefits Insurance Coverage**

**\*\*This form cannot be used to waive the workers' compensation rights or obligations of any party.\*\***

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability and paid family leave benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required. **Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.**

**In the Application of  
(Legal Entity Name and Address):**

AKOBEN LLC  
364 E Main St Ste 1405  
Middletown, DE 19709-1482  
PHONE: 302-691-5976 FEIN: XXXXX3922

**Business Applying For:**  
**OTHER: Workers Comp Exemption**

**From:** New York State

**Workers' Compensation Exemption Statement:**

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:

The business is a LLC, LLP, PLLP or a RLLP; OR is a partnership under the laws of New York State and is not a corporation. Other than the partners or members, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

**Partners / Members:** Malik Muhammad

**Disability and Paid Family Leave Benefits Exemption Statement:**

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY AND PAID FAMILY LEAVE BENEFITS INSURANCE COVERAGE** for the following reason:

The business **MUST** be either: 1) owned by one individual; OR 2) is a partnership (including LLC, LLP, PLLP, RLLP, or LP) under the laws of New York State and is not a corporation; OR 3) is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation each individual must be an officer and own at least one share of stock); OR 4) is a business with no NYS location. In addition, the business does not require disability and paid family leave benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability and Paid Family Leave Benefits Law.)

I, Patty Harris, am the Administrative Lead with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability and paid family leave benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability and paid family leave benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

**SIGN HERE**      **Signature:** Malik Muhammad      **Date:** June 23, 2020

**Exemption Certificate Number**  
**2020-005274**

**Received**  
**January 27, 2020**  
**NYS Workers' Compensation Board**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/24/2020

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).

<b>PRODUCER</b> Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
<b>INSURED</b> Akoben, LLC 364 East Main Street, Ste. 1405 Middletown, DE 19709		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Hiscox Insurance Company Inc NAIC # 10200 INSURER B: INSURER C: INSURER D: INSURER E: 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.

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"/> PRO-JECT <input type="checkbox"/> LOC 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"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					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 DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y Y	UDC-2410588-EO-19	11/12/2019	11/12/2020	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Rochester City School District is named as an additional insured.

### CERTIFICATE HOLDER

Rochester City School District  
131 West Broad Street Rochester, NY 14614

### CANCELLATION

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/24/2020

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<b>PRODUCER</b> Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (888) 202-3007      FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com														
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**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	UDC-2410588-CGL-19	11/12/2019	11/12/2020	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      \$ S/T Gen. Agg
							\$
<b>AUTOMOBILE LIABILITY</b>							
<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY							
<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR							
<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE							
DED      RETENTION \$							
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>							
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)      Y/N      N/A If yes, describe under DESCRIPTION OF OPERATIONS below							
PER STATUTE      OTH-ER E.L. EACH ACCIDENT      \$ E.L. DISEASE - EA EMPLOYEE      \$ E.L. DISEASE - POLICY LIMIT      \$							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Rochester City School District is named as an additional insured.

**CERTIFICATE HOLDER**

Rochester City School District  
 131 West Broad Street Rochester, NY 14614

**CANCELLATION**

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/24/2020

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).

<b>PRODUCER</b>		<b>CONTACT NAME:</b>	
Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022		PHONE (A/C, No, Ext): (888) 202-3007	
		FAX (A/C, No):	
		E-MAIL ADDRESS: contact@hiscox.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: Hiscox Insurance Company Inc	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
<b>INSURED</b>		<b>NAIC #</b>	
Akoben, LLC 364 East Main Street, Ste. 1405 Middletown, DE 19709		10200	

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			UDC-2410588-CGL-19	11/12/2019	11/12/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:	Y	Y				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 3,000,000
	<b>AUTOMOBILE LIABILITY</b>						PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg
	<input type="checkbox"/> ANY AUTO						\$
	<input type="checkbox"/> OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<b>UMBRELLA LIAB</b>						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> OCCUR						\$
	<b>EXCESS LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Rochester City School District is named as an additional insured.

**CERTIFICATE HOLDER**

Rochester City School District  
131 West Broad Street Rochester, NY 14614

**CANCELLATION**

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/24/2020

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<b>PRODUCER</b> Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Akoben, LLC 364 East Main Street, Ste. 1405 Middletown, DE 19709	<b>INSURER A:</b> Hiscox Insurance Company Inc NAIC # 10200	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						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 DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<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/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y	Y	UDC-2410588-EO-19	11/12/2019	11/12/2020	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Rochester City School District is named as an additional insured.

**CERTIFICATE HOLDER**
 Rochester City School District  
 131 West Broad Street Rochester, NY 14614
**CANCELLATION**

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AUTHORIZED REPRESENTATIVE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
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		E-MAIL ADDRESS: contact@hiscox.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A : Hiscox Insurance Company Inc	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	
<b>INSURED</b>		<b>NAIC #</b>	
Akoben, LLC 364 East Main Street, Ste. 1405 Middletown, DE 19709		10200	

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A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	UDC-2410588-CGL-19	11/12/2019	11/12/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 3,000,000
	<b>AUTOMOBILE LIABILITY</b>						PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg
	<input type="checkbox"/> ANY AUTO						\$
	<input type="checkbox"/> OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB						\$
	<input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$
	DED RETENTION \$						AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				PER STATUTE OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
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**CERTIFICATE HOLDER****CANCELLATION**Rochester City School District  
131 West Broad Street Rochester, NY 14614

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AUTHORIZED REPRESENTATIVE