



MEMORANDUM OF UNDERSTANDING

between the

YONKERS POLICE ATHLETIC LEAGUE

and

YONKERS PUBLIC SCHOOLS

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is entered into by and between the **YONKERS POLICE ATHLETIC LEAGUE**, a not-for-profit corporation having an office and principal place of business at 127 N. Broadway, Yonkers, New York 10701 (“Partnering Agency” and/or “PAL”) and the **YONKERS PUBLIC SCHOOLS** by and through its Board of Education (“School District”), located at One Larkin Center, Yonkers, New York 10701, each known as a “Party” or collectively as “Parties.”

WHEREAS, Partnering Agency has expressed interest in providing its space for the School District’s Peace Program for External Academic Civic Engagement (the “Program”);

WHEREAS, the School District wishes to collaborate with Partnering Agency in furthering the goals of the Program; and

WHEREAS, it is acknowledged and agreed that pursuant to the terms of that certain intermunicipal agreement (“IMA”) by and between the School District and the City of Yonkers (“City”) as filed in the Office of the City Clerk on June 16, 2014, the terms of the agreement are subject to review and revision by the City’s Corporation Counsel, as well as approval, if applicable, by the City’s Board of Contract and Supply (hereinafter “BOCS”).

NOW THEREFORE, the Parties agree and acknowledge that Partnering Agency will allow the School District-operated Program to be physically located at Partnering Agency’s

Premises as defined below to the School District, and further agree and acknowledge that the description of roles, responsibilities, and services is as follows:

Use of Premises

- a. The School District acknowledges that the City of Yonkers is the property owner of certain real property located at 127 N. Broadway, Yonkers, New York 10701 (“Premises”) and that Partnering Agency is a tenant of the City of Yonkers. Tenant acknowledges and warrants that it has the City of Yonkers’ permission to allow the School District to conduct the Program at the Premises during the hours of 8:30am and 1:00pm EST, Monday through Friday, or as otherwise agreed upon in writing between both Parties.

Description of the Program

- a. The Program is a temporary academic program that supports civic engagement designed to assist the School District in supporting the School District’s student population and has been established to assist in supporting School District students who are alleged to have committed a violation of the School District Code of Conduct in their respective school and have been placed on an extended suspension after a Superintendent’s Hearing pursuant to Education Law § 3214. Students receive small group instruction following the curriculum and work requirements provided by their home school;
- b. The Program serves School District students enrolled in eighth (8th) through twelfth (12th) grade (“Students”);
- c. The Program utilizes restorative practices to promote social-emotional learning, fosters interpersonal and intergroup relationships, self-discipline, develops the students’ skills that are necessary for students to reintegrate into school, and for them to achieve success; and endeavors to prevent, reduce, and/or eliminate inappropriate behavior that violates the School District Code of Conduct. The School District will provide of copy of the District Code of Conduct and indicate a general list of behaviors students violate in order to make PAL aware. This

will better assist PAL in its daily management of various programs and service to members of the community,

- d. The Program also consists of college career counseling, civic readiness education, additional academic support inclusive of academic preparation in all subjects, job training and/or placement, community service, and online academic support.

Responsibilities of School District

- a. School District is responsible for staffing, instruction, curriculum, and all other educational services as mandated by New York Education Law and in accordance with the Yonkers Board of Education Policies.
- b. For the services to be performed for the Program as defined herein, Partnering Agency shall be paid in amount not-to-exceed THIRTEEN THOUSAND and 00/100 DOLLARS (\$13,000.00) for the 2021-2022 school year, at a rate not-to-exceed FIVE HUNDRED and 00/100 DOLLARS (\$500.00) per school week for when School District students are physically present in the Program. It is acknowledged and agreed that no charge will be allowed for federal, state, municipal, sales and excises taxes and compensating use taxes under existing law. The compensation shall be net and not include the amount of any such tax and it is expressly understood that all monetary amounts referred to in this Agreement are in USD (U.S. Dollars). An exemption certificate is available upon request. No guarantee, promise or representation of any minimum amount of work has been given, nor is to be inferred from this Agreement. Partnering Agency hereby agrees to waive any claims to lost or anticipated profits based on the School District's failure to utilize your services to the full not-to-exceed amount.

Responsibilities of Partnering Agency

- a. Students will have access to the kitchen, computer rooms, and the gymnasium at the Premises as well as other facilities mutually agreed upon between the Parties;

- b. Partnering Agency agrees to offer opportunities to the Students that include mentoring opportunities, fitness classes, leadership development, volunteering, and other school activities to be agreed upon between the Parties;
- c. All services provided pursuant to this Agreement shall be mutually agreed upon by and between the School District Superintendent and/or his/her designee(s) and the Partnering Agency's designated official.
- d. Partnering Agency hereby agrees that Partnering Agency, shall, at its own expense, confirm and verify that any and all of Partnering Agency's employees, officers, agents, contractors, subcontractors, and/or appointed and/or elected officials are fully-vaccinated (as defined by the Centers for Disease Control and Prevention) against SARS-CoV-2/COVID-19; or Partnering Agency shall, at its own expense, verify that its employees, officers, agents, contractors, subcontractors, and/or appointed and/or elected officials are tested at least once per week for SARS-CoV-2/COVID-19

2. The term of this Agreement shall commence upon the date that the agreement is fully executed by both Parties and shall terminate on June 30, 2023. This Agreement shall remain in full force and effect for the period specified, unless extended by mutual consent of both parties or terminated as provided herein, subject to further approval of the School District's Board of Education, and or the City of Yonkers' BOCS, if required.

3. Both Parties will comply with all applicable Federal, state, local laws, and School District policies whether or not referenced herein, including, but not limited to:

- o New York State Education Law;
- o New York State Education Department ("NYSED") requirements, including without limitation, with respect to criminal background checks, finger printing, compliance filings and regulations of the Commissioner of Education. Contractor is responsible for all NYSED compliance filings, if any;
- o New York State Education Department ("NYSED") requirements, including without limitation, with respect to criminal background checks, finger printing, compliance filings and regulations of the Commissioner of Education. Contractor is responsible for all NYSED compliance filings, if any;
- o Any and all applicable federal, state, and/or local guidance pertaining to the COVID-19 pandemic, including, but not limited to, Executive Orders issued by

the Governor of the State of New York and/or acts of the New York state legislature;

- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99);
- School District policies, practices and procedures;
- All labor law requirements, including without limitation, prevailing wage, posting, training, pay-roll, filings;
- Title VI of the Civil Rights Act of 1964 as amended and Title VII of the Civil Rights Act of 1968 as amended; and
- Americans with Disabilities Act.
- The Age Discrimination Act of 1976;

4. Either Party reserves the right to terminate this Agreement and all services to be provided hereunder upon ninety (90) days' written notice to the other Party. Upon receipt of notice by either party, the arrangement set forth in this agreement shall be immediately suspended so as to prevent the incurrence of additional costs and/or expenses.

5. Both Parties agree to cooperate to the best of their abilities to best meet the goals of this Agreement, however, nothing in this Agreement shall be deemed to constitute either Party a partner, agent, fiduciary, or legal representative of the other Party or to create any obligation and/or fiduciary relationship between or among the Parties.

6. Both Parties agree that this Agreement shall not be deemed to create a tenancy at will or sufferance, nor shall the School District have any other right or interest in the Premises be created, including any right or claim to a mechanic's or materialmen's lien.

7. This Memorandum of Understanding and any amendment hereto may be executed and delivered in one or more counterparts and by different Parties in separate counterparts. All of such counterparts shall constitute one and the same agreement and shall become effective (unless otherwise therein provided) when one or more counterparts have been signed by each Party and delivered to the other Party. Delivery of this Memorandum of Understanding by facsimile transmission or electronic email shall be as effective as delivery of a manually executed counterpart.

8. In the event that any provision of this Memorandum of Understanding shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties shall

negotiate in good faith and agree to such amendments, modifications, or supplements to this Memorandum of Understanding, or such other appropriate actions, as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Memorandum of Understanding shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

9. The terms of this Memorandum of Understanding shall constitute the entire agreement between the Parties with respect to participation in the program as outlined above. No amendment, modification, or change to this Agreement or its Exhibits or Schedules shall be effective unless the same shall be in writing, duly executed, authorized and approved by the Parties. No amendment, modification, or change to this Memorandum of Understanding shall be effective unless the same shall be in writing, duly executed, authorized, and approved by the Parties.

10. Partnering Agency agrees to procure and maintain insurance, or contractually cause a third party to procure and maintain insurance, naming the Yonkers Public Schools and the City of Yonkers as additional insured (including without limitation, a waiver of subrogation), as more specifically provided and described in the Schedule "A" entitled "Standard Insurance Provisions," which is attached hereto and incorporated herein by reference. In addition to, and not in limitation of the foregoing, Partnering Agency agrees:

- (a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence or intentional tortious acts of the Yonkers Public Schools and/or the City of Yonkers, Partnering Agency shall defend, indemnify and hold harmless the Yonkers Public Schools and/or the City of Yonkers, and their respective officers, employees, agents and elected and appointed officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, reasonable attorney's fees or loss (including but not limited to personal injury and death) to the extent arising directly or indirectly out of the willful misconduct or negligent performance or failure to perform hereunder by Partnering Agency or third parties under its direction or control, including without limitation, any claim that any materials provided by Partnering Agency

infringes upon an intellectual property right. If such an intellectual property infringement claim is made, or appears likely to be made, Partnering Agency agrees to modify or replace the challenged material(s) with materials that are not alleged to infringe an intellectual property right of another;

- (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and
- (c) Partner Agency agrees to give the School District immediate written notice to as to any notice it may receive with respect to any cause of action or claim that has been or may be initiated against the Yonkers Public Schools and/or the City of Yonkers in connection herewith.

Additionally, the School District agrees to provide a letter of self-insurance to Partnering Agency. The provisions of this section will survive expiration, termination or other cancellation of this Agreement.

11. The Parties hereto understand that in performing this Agreement they may have access to confidential information in possession of the other Party, including but not limited to student information, such as student names, and protected information. It is agreed that the definition of confidential information for purposes of this Agreement includes all documentary, electronic or oral information made known to either Party through any activity related to this Agreement. The Parties mutually agree not to reveal any confidential information received from the other Party or generated pursuant to this Agreement to any third-party and understands that any such disclosure shall be considered a breach of this Agreement. The Parties agree that if either Party receives a subpoena for divulgence of confidential information of the other Party, it shall notify the disclosing Party prior to divulging the same. The parties further agree that the terms and conditions set forth in this Confidentiality section and all of its subparts shall survive the expiration and/or termination of this Agreement. Without limiting any of the foregoing statements in this paragraph, Partnering Agency further agrees, to the extent applicable:

- a. Not to sell or release a student's personally identifiable information for any commercial purposes;

- b. Not to use the education records of Yonkers Public Schools or any student, teacher and/or principal data of Yonkers Public Schools for any purpose other than those explicitly authorized in this Agreement;
- c. To use reasonable administrative, technical and physical safeguards consistent with industry standards and commercially reasonable practices, including but not limited to encryption, firewalls, and password protection, to protect the security, confidentiality and integrity of Confidential Information exchanged including, is applicable any student, teacher and/or administrator data of Yonkers Public Schools while in motion or in the custody of the receiving Party from unauthorized disclosure;
- d. To limit internal access within Partnering Agency to the education records of Yonkers Public Schools as well as to the student, teacher and/or principal data of Yonkers Public Schools to those individuals that are determined to need such records or data to perform the services set forth in this Agreement;
- e. To safely store any data concerning the students, teachers and/or principals of Yonkers Public Schools, in accordance herewith;
- f. To immediately notify Yonkers Public Schools in the event that any personally identifiable information of Yonkers Public Schools, its employees, students or administrators is breached and/or released without authorization; and;
- g. Upon termination of this Agreement, both Parties will return and/all confidential information shared to the disclosing Party.

12. The Parties acknowledge that federal and state laws protect the confidentiality of personally identifiable information of students of Yonkers Public Schools, as well as its teachers and principals.

13. Partnering Agency shall notify School District in writing on five (5) days' notice if it intends to hire any School District employee to help facilitate the terms of this Memorandum of Understanding and hereby agrees to obtain the prior written consent of the School District prior to the hiring of any School District employee. If Partnering Agency hires a School District employee to help facilitate this Agreement, the School District hereby reserves the right to inspect and/or audit any and all of Partnering Agency's employment records that pertain to the School District employee Partnering Agency hires pursuant to this agreement. School District shall provide no less than three (3) days' notice to Partnering Agency prior to requesting an inspection of said records.

14. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Westchester, State of New York. The parties

hereby acknowledge and agree that the parties are sophisticated and have been represented by their separate attorneys throughout the transactions contemplated by this Agreement in connection with the negotiation and drafting of this Agreement and any agreements and instruments executed in connection herewith. As a consequence, the parties do not intend that the presumptions of laws or rules relating to the interpretation of contracts against the drafter of any particular clause should be applied to this Agreement or any document or instrument or instrument executed in connection herewith and therefore waive such effects.

15. Each party to this Agreement hereby warrants that it has all the requisite power and authority to execute this Agreement.

16. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), to the addresses first set forth in the Agreement or to such other addresses as the respective parties hereto may designate in writing.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed and delivered by their duly authorized representatives as of the date first set forth above.

SCHOOL DISTRICT

By: [Signature]
Name: Dr. Edwin M. Quezada
Title: Superintendent
Date: 12.6.21

By: [Signature]
Name: Rev. Steve Lopez
Title: President
Date: 12/15/21

APPROVED AS TO FORM
[Signature]
City of Yonkers Assistant Corporation Counsel

PARTNERING AGENCY

By: Yonkers PAL
Name: Marcosel Mando
Title: Executive Director
Date: 12-3-2021

Sworn to before me this 3rd day of December 2021.
[Signature]
Notary Public

MARTA G. GEORGE
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01GE6397003
QUALIFIED IN WESTCHESTER COUNTY
MY COMMISSION EXPIRES AUGUST 25, 2022

SCHEDULE "A"

STANDARD INSURANCE PROVISIONS SCHEDULE

1. Prior to commencing work in the Yonkers Public Schools, Partnering Agency shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Yonkers Public Schools, as may be required and approved by the Office of Corporation Counsel of the City of Yonkers. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Office of Corporation Counsel of the City of Yonkers by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall Partnering Agency and identify this Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Yonkers Public Schools or the City of Yonkers, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Yonkers Public Schools or the City of Yonkers, Partnering Agency shall upon notice to that effect, promptly obtain a new policy, submit the same to the Office of Corporation Counsel of the City of Yonkers for approval and submit a certificate thereof. Upon failure of Partnering Agency to furnish, deliver and maintain such insurance, the Agreement, at the election of the Yonkers Public Schools, may be declared suspended, discontinued or terminated. Failure of Partnering Agency to take out, maintain, or the taking out or maintenance of any required insurance, shall not release Partnering Agency from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of Partnering Agency concerning indemnification. All property losses shall be made payable to and adjusted with the Yonkers Public Schools or the City of Yonkers as the Corporation Counsel may direct. It is acknowledged and agreed that the limits of the Yonkers Public Schools/the City of Yonkers' coverage, as an additional insured hereunder, is the greater of the limits set forth herein or under the policy holder's limits.

2. Partnering Agency shall provide proof of the following coverage:

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Yonkers, New York."

If Partnering Agency claims it is not required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, Partnering Agency must complete NYS form CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If Partnering Agency is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either

SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of \$100,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$500,000 for bodily injury and \$500,000 for property damage or a combined single limit of \$2,000,000 (c.s.l), naming the Yonkers Public Schools and the City of Yonkers, NY as an additional insured. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor.
- (iv) Products and Completed Operations.
- (v) Sexual Abuse and Molestation.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of Partnering Agency shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the Yonkers Public Schools or the City of Yonkers (including their respective officers, elected officials, employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the Yonkers Public Schools and/or the City of Yonkers is named as an insured, shall not apply to the City of Yonkers.

(c) The insurance companies issuing the policy or policies shall have no recourse against the Yonkers Public Schools or the City of Yonkers (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of Partnering Agency.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2021

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 Thomas E Mestmaker & Assoc. License # 01544996 1675 Chester Ave., Ste. 400 Bakersfield CA 93301		CONTACT NAME: Kristle Kovacic PHONE (A/C, No, Ext): (661) 325-5999 FAX (A/C, No): (661) 325-6090 E-MAIL: kkovacic@tmestmaker.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE INSURER A: Aegis Security Insurance Company	NAIC # 33898
INSURED The Police Athletic League of Yonkers-Foundation Inc. 127 N. Broadway Yonkers NY 10701		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20-21 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MGLF1-10121	09/01/2021	10/01/2022	EACH OCCURRENCE § 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) § 300,000 MED EXP (Any one person) § Excluded PERSONAL & ADV INJURY § 1,000,000 GENERAL AGGREGATE § 3,000,000 PRODUCTS - COMP/OP AGG § 1,000,000 SEXUAL ABUSE § 100,000
	AUTOMOBILE LIABILITY <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) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Accident/Medical			SPROAGI-MWF-10121	09/01/2021	10/01/2022	Limit \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Yonkers Public School is added as additional insured to the General Liability Policy per the attached form # CG 20 26 (4/13) subject to the terms, conditions, and exclusions of the policy. A written contract is required for the additional insured to be valid.

Policy also includes \$300,000 aggregate sexual molestation, abuse.

CERTIFICATE HOLDER Yonkers Public School One Larkin Center Yonkers, NY 10701	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
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
BLANKET - AS REQUIRED BY WRITTEN CONTRACT

Yonkers Public School
One Larkin Center
Yonkers, NY 10701

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.