

Board Office Use: Legislative File Info.	
File ID Number	20-2143
Introduction Date	12/9/20
Enactment Number	20-1741
Enactment Date	12/9/2020 os



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Ali Metzler, Community Schools Leadership Coordinator

Board Meeting Date December 9, 2020

Subject Memorandum of Understanding
Contractor: Upward Roots, Inc.
Services For: Community Partnerships, Community Schools and Student Services
Department

Action Requested and Recommendation Ratification by the Board of Education of Memorandum of Understanding between the District and Upward Roots, Inc., Oakland, CA, for the latter to partner with schools and after school programs to empower students to design and lead community service projects at Brookfield Elementary School, East Oakland Pride Elementary School, Emerson Elementary School, Esperanza Academy, Grass Valley Elementary School, Hoover Elementary School, Horace Mann Elementary School, Fred T. Korematsu Discovery Academy, Martin Luther King Jr. Elementary School, Prescott Elementary School, Sankofa United Academy, Elmhurst United Middle School, Frick United Academy of Language, and Urban Promise Academy, and Life Academy high school, for the period of April 10, 2020 through April 10, 2023, at no cost to the District.

Background
(Why do we need these services? Why have you selected this vendor?) Upward Roots complements school day learning goals like reading, writing, speaking and listening, but also provides youth with new ways to develop these skills and apply them to real world problem solving through community service.

The following are the costs to parents or students (if applicable):

NA

Competitively Bid Was this contract competitively bid? No. Exception: No cost to OUSD for services.

Fiscal Impact Funding resource(s): No fiscal impact

Attachments

- Memorandum of Understanding

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

MEMORANDUM OF UNDERSTANDING (NO COST) 2019-2020

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into between Oakland Unified School District (OUSD) and Upward Roots, Inc (CONTRACTOR)

and. The CONTRACTOR's services or program described in this MOU will be provided at no cost to OUSD (or students or parents unless otherwise agreed upon by both parties).

The parties agree as follows:

- Site Name(s):** Unless otherwise further agreed to in writing by the parties, the School Sites governed by this MOU are the following (attach separate document if more space is needed):

Brookfield Elementary, East Oakland Pride, Elmhurst United, Emerson Elementary, Esperanza Elementary, Frick, Grass Valley Elementary, Hoover Elementary, Horace Mann Elementary, Korematsu Discovery Academy, LifeAcademy, MLK Jr. Elementary, Oakland SOL, Prescott Elementary, Sankofa Academy, Urban Promise Academy

- Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.

- Term:** The term of this MOU shall be from 4/10/2020 to 4/10/2023, not to exceed three years from the start date.
[mm/dd/yyyy] [mm/dd/yyyy]

- Compensation:** CONTRACTOR's services or program described in this MOU will be provided at no cost to OUSD. The following are all costs to parents or students (if applicable):

\$0

- CONTRACTOR Qualifications / Performance of Services:**

- CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services identified in this MOU in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply. A description of CONTRACTOR'S organization with evidence of relevant experience is attached as Exhibit "B": Statement of Qualifications.

- Expectations or Goals of Program's Services:** The following checked items are in agreement with CONTRACTOR'S program's services:

- Develop student's social health/skills
- Develop student's emotional health
- Develop student's physical health
- Develop student's cognitive and academic skills
- Create equitable opportunities for learning
- Ensure, maintain, or support high quality and effective instruction
- Prepare students for success in college and careers
- Help ensure, create, and/or sustain safe, healthy and supportive schools
- Help create full service community schools in OUSD
- Increase graduation rates
- other: Upward Roots facilitates youth-led community service projects

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

DISTRICT:

Contact: General Counsel
Address: Office of the General Counsel
1000 Broadway, Suite 300
Oakland, CA 94607
Phone: 510-879-8535
Fax: 510-879-4046
Email: ousdlegal@ousd.org

CONTRACTOR:

Contact: Elizabeth Knight
Title: Executive Director
Address: 270 Grand Ave. Suite 1
Oakland, CA 94610
Phone: 5104884490
E-mail: upwardroots@upwardroots.org

OUSD Sponsoring Department: Community Schools & Student Services

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

8. **Insurance:**

Unless specifically waived by OUSD, the following insurance is required:

1. If CONTRACTOR employs any person to perform work in connection with this MOU, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
2. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of the MOU (and within 15 days of each new policy year thereafter during the term of this MOU). Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
3. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

CONTRACTOR is not required to maintain any insurance under this MOU. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

9. **Communication:** CONTRACTOR agrees to communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the CONTRACTOR'S services are aligned with the School(s) and OUSD's mission and objectives and are adequately meeting student's needs. At the request of School(s) or OUSD staff, CONTRACTOR shall provide reasonable data and information to students participating in the CONTRACTOR's program.
10. **Assignment:** The rights and obligations of CONTRACTOR under this MOU shall not be assigned without the express prior written consent of OUSD.
11. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

12. **Waiver:** No delay or omission by either party in exercising any right under this MOU shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the MOU.
13. **Termination/Amendment:** Either party may terminate this MOU at any time, without cause, with 30 days written notice to the other party. This MOU may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

14. **Responsibilities of CONTRACTOR:**

1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code 49406 within 60 days prior to working with students. If tuberculosis risk factors are identified, CONTRACTOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the CONTRACTOR agent shall obtain an x-ray of the lungs. At his/her discretion, CONTRACTOR agent may choose to submit to the examination instead of the risk assessment.
2. **Fingerprinting of Employees and Agents:** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this MOU. CONTRACTOR certifies its compliance with these provisions as follows:

CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the MOU, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1.

CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this MOU.

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

3. **Required Documents re Tuberculosis and Fingerprinting:**

CONTRACTOR CANNOT commence the services agreed to in this MOU until it has submitted the following documents (in addition to the insurance document noted above):

i. **TB and Fingerprinting Clearance:**

Contractor (Individual):

Submit clearance letter from authorized agency verifying individual has been Fingerprinted/Criminal Background Checked for this current fiscal year. Additionally, please provide documentation from health care provider showing clearance from the tuberculosis risk assessment or negative TB status of individual within the prior 60 days.

Contractor (Agency):

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

15. **No Rights In Third Parties:** This MOU does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
16. **Limitation of OUSD Liability:** In no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this MOU for the services performed in connection with this MOU.
17. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this MOU. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
18. **Family Education Rights and Privacy Act:** CONTRACTOR shall observe all District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records. A separate Data Sharing Agreement is required if CONTRACTOR seeks identifiable student information.

19. **Register With/Update Enrichment Provider database:** In order to maintain accurate up-to-date information on the services provided, CONTRACTOR shall register in OUSD's Enrichment Provider database, update program information and schools during the school year when CONTRACTOR's programs and schools change midyear, and update program information and schools prior to commencing services during subsequent school years.
20. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alert OUSD in writing if and when a potential conflict arises.
21. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
22. **Severability:** If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
23. **Provisions Required By Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this MOU shall be deemed to be inserted herein and this MOU shall be read and enforced as though it were included therein.
24. **Captions and Interpretations:** Section and paragraph headings in this MOU are used solely for convenience and shall be wholly disregarded in the construction of this MOU. No provision of this MOU shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this MOU shall be construed as if jointly prepared by the Parties.
25. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this MOU shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD (specifically excluding any underlying pre-existing intellectual property). OUSD may, with CONTRACTOR's prior written consent, use CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this MOU. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
26. **Litigation:** This MOU shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this MOU.
27. **Incorporation of Recitals and Exhibits:** Any recitals and exhibits attached to this MOU are incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.
28. **Integration/Entire Agreement of Parties:** This MOU constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This MOU may be amended or modified only by a written instrument executed by both Parties.
29. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites, including at these School(s).
30. **Counterparts:** This MOU and all amendments and modifications to it may be executed in counterparts, and all counterparts together shall be construed as one document.
31. **Signature Authority:** Each party has the full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each Party has been given the proper authority and empowered to enter into this MOU.
32. **Indemnification:** To the fullest extent permitted by California law, CONTRACTOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of or in any way related to the performance of this MOU. CONTRACTOR also agrees to hold harmless, indemnify, and defend the Indemnified Parties from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR arising out of or in any way related to the performance of this MOU. CONTRACTOR shall, to the fullest extent permitted by California law, defend the Indemnified Parties at CONTRACTOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that CONTRACTOR proposes to defend the Indemnified Parties. This provision survives termination of this MOU.

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided and Specific Expected Outcomes:** Provide a description of the program(s) and service(s) the contractor will provide. Be specific about what program(s) and service(s) will be provided to OUSD and what *this Contractor will do.*

Upward Roots partners with schools and afterschool agencies to bring youth-led service learning to the expanded learning space. Our Youth Roots Programs (YRP) activate the changemaker in Oakland youth by empowering them to design and lead community service projects to address challenges and inequities that they see and experience. Over the course of 10 weekly meetings in the fall and spring, participants engage in a dynamic curriculum designed to provide the space and structure for participants to experience what it means to be a changemaker: to collaborate, think critically, and solve a pressing problem in their community through service.

The YRP complements school day learning goals like reading, writing, speaking and listening, but also provides youth with new ways to develop these skills and apply them to real world problem solving through community service. In the YRPs youth build, practice, and transfer skills in leadership, collaboration, problem solving, and communication, while also engaging and understanding their own self-efficacy through positively impacting their communities. The experience of identifying a problem like homelessness and then creating a multi-part service project like a donation drive, complete with meal packaging and distribution to encampments, as a group requires the effective application of collaboration, communication, and problem-solving skills.

UR changemakers have aided dozens of Oakland's unhoused, inspired and educated hundreds of their peers, and helped their communities. Often, the impact on participants can be profound and nuanced. One 5th grader noted that through the experience she learned, "never to be afraid and to be myself." This young changemaker went on to state, "[Upward Roots has] changed my life, because I used to be shy and nervous to do things, but now I'm not." The program Site Leader also noticed this transformation in the young person, stating, "She came out of her shell and became a leader. I love that she also saw this in herself as personal growth."

UR trains, coaches, and supports teachers and after-school agency youth development professionals to facilitate programs as Site Leaders rather than hiring outsiders. Their unique expertise, which comes from their deep understanding of school culture, also maintains consistency and trust in adult-youth interactions. Through these partnerships, UR ensures that an adult from within the school community gains capacity to lead youth-led service learning programming and supports the institutionalization of programs at school sites. These adults lay the foundation for program success by establishing a safe, trusting environment for participants to be vulnerable, open, and eager to collaborate.

EXHIBIT "B" STATEMENT OF QUALIFICATIONS

1. **Description of Organization and Relevant Experience:** For individual consultants, a resume is sufficient. Attach a separate document if more space is needed.

Since 2010, Upward Roots has partnered with dozens of Oakland public schools and empowered more than 1,500 Oakland youth to design and lead more than 150 community service projects to address needs in the community that they care deeply about.

Upward Roots works diligently to be nimble, adaptive, and responsive in its programming. Over the summer, Upward Roots tackled its most ambitious innovation yet—a new, interactive reflection journal for participants—and a deeply comprehensive reiteration of both its middle school and elementary school YRP curricula.

Throughout each YRP semester, the Executive Director or Program Coordinator check-in weekly with Site Leaders. Through these discussions, we gauge the actual real-time pace of each program and evaluate what measures need to be taken to support or enhance the program experience for participants, or more precisely tailor coaching for Site Leaders. This coaching includes individualized planning meetings. By building these personal relationships with our Site Leader colleagues, we are able to collaboratively address the unique needs of each program site and nurture long-term relationships with partners, while elevating program impact on students.

VendorID: _____

Vendor Name: Upward Roots, Inc.

COVID Amendment

This Amendment modifies the attached Agreement, incorporated herein by reference, between the Oakland Unified School District ("OUSD") and [UPWARD ROOTS, INC] ("CONTRACTOR", together with OUSD, "PARTIES").

- A. **Recitals.** Both OUSD and CONTRACTOR agree to the following recitals:
- o On Friday, March 13, 2020 at 6:00pm, OUSD ceased in-person instruction at all OUSD school sites. Subsequently, OUSD cancelled in-person instruction for the remainder of the school year.
 - o The Alameda County Public Health Officer issued a number of shelter-in-place orders that prohibited non-essential work and travel. These effectively prohibited, among other things, non-essential work and travel as well as in-person instruction at all OUSD school sites.
 - o The Governor issued a series of Executive Orders that directed "all individuals living in the State of California to stay home or at their place of residence." As with the orders by the Alameda County Public Health Officer, these Executive Orders also prohibited non-essential work and travel as well as in-person instruction at all OUSD school sites.
- B. **Term.** Unless the term of the Agreement ends on or after August 15, 2020, the Agreement is hereby modified to authorize OUSD, at its sole discretion, to extend the term to any date up to and including August 15, 2020; provided that OUSD may only extend the term if CONTRACTOR is unable to perform under the Agreement, as modified herein, for all or part of the time that in-person instruction is prohibited. OUSD may only extend the term for the length of time that CONTRACTOR was unable to perform due to the effective prohibition against in-person instruction.
- C. **Scope of Work.** The scope of work described in the Agreement is hereby modified to enable CONTRACTOR to provide the services described in the Agreement by any means that are consistent with COVID-19-related local, state, and federal orders (including, but limited to, those referenced above in the Recitals), provided that OUSD agrees, in writing, that doing so will provide a meaningful benefit to OUSD. Only a site administrator or central office OUSD employee may give such written permission.
- D. **Invoicing.** The Agreement is modified such that, for services performed on or after March 14, 2020 and that are permitted by Paragraph C above, CONTRACTOR must first receive written permission from OUSD to invoice OUSD for such services. Only a central office OUSD employee may give such written permission; an OUSD employee assigned to a school site may not give such written permission. Any invoice submitted pursuant to this paragraph must, at a minimum, include the following for each date (on or after March 14, 2020) on which an invoiced service was performed: the date and the length of time; a description of the service performed; a description of the individual(s) who performed the service; the medium by which the service was performed (e.g., virtually); and whom

at OUSD received and benefited from the service. At its discretion, OUSD may require additional information included in an invoice.

E. **Electronic Signatures.** This Amendment and all future amendments and supplements to the Agreement may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing party and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. This section constitutes a waiver by each party of the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

OAKLAND UNIFIED SCHOOL DISTRICT

DocuSigned by:
Andrea Bustamante 10/23/2020
806EC289E1EE4AB
Chief or Deputy Chief Date
Andrea Bustamante Executive Director,
Community Schools &
Student Services
Print Name, Title Department

CONTRACTOR

[Signature] 9/11/20
Contractor Signature Date
ELIZABETH KNIGHT, Executive
Print Name, Title DIRECTOR

[Signature] 12/10/2020
Jody London Date
President

[Signature] 12/10/2020
Kyla Johnson-Trammell Date
Secretary

Previously approved as to form by OUSD General Counsel

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):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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.



To Whom It May Concern:

Upward Roots collaborates with OUSD school-day teachers and after-school lead agencies, including Bay Area Community Resources and EBAYC, on program implementation. Upward Roots trains these individuals at its office in August and January of each academic year to be program implementers. Because these adult program facilitators are either OUSD employees or district-designated lead agency employees, these adults have undergone the necessary district clearance process. Therefore, this letter shall serve as confirmation that individuals facilitating Upward Roots programs on Oakland Unified School District campuses have undergone the appropriate background checks and TB clearances for the current academic year.

Sincerely,

A handwritten signature in blue ink, appearing to read "Elizabeth Knight", is placed over a light blue rectangular background.

Elizabeth Knight
Executive Director
Upward Roots
www.upwardroots.org
elizabeth@upwardroots.org

SAM Search Results
List of records matching your search for :

Search Term : upward roots*
Record Status: Active

No Search Results