Board Office Use: Legis	slative File Info.
File ID Number	20-0023
Introduction Date	1/22/20
<b>Enactment Number</b>	20-0135
Enactment Date	1/22/2020 lf



# Memo

To

**Board of Education** 

From

Kyla Johnson-Trammell, Superintendent

Ali Metzler, Community Schools Leadership Coordinator

**Board Meeting Date** 

January 22, 2020

Subject

Memorandum of Understanding

Contractor: YoGo4Kids

Services For: Community Partnerships, Community Schools and Student Services

Department

Action Requested and Recommendation Approval by the Board of Education of Memorandum of Understanding between the District and YoGo4Kids, Moraga, CA, for the latter to provide active, age-appropriate yoga classes that include: breath-work, thematic yoga postures, cooperative games, relaxation techniques and time for rest, at Sequoia elementary school, for the period of September 1, 2019 through August 31, 2022, at no cost to the District.

Background

(Why do we need these services? Why have you selected this vendor?) After-school enrichment offerings are needed. Students will acquire the following skills. 1)
Use breath-work to both focus and relax. 2) Increase awareness, empathy and compassion towards self and others. 3) Build confidence through learning new yoga poses. 4) Learn tools for self-efficacy. 5) Work together effectively as a team in cooperative postures/games/activities. 6) Learn to relax and rest through various kid-friendly techniques. 7) Cultivate gratitude and joy through the integration of heart-centered themes.

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

Fees are based on number of 1-hour after-school classes per session - Fall, Winter & Spring. \$15/student/class X # of classes/session (i.e., 10 classes/session = \$150 per student/session)

**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

Board Office Use: Legis	lative File Info.
File ID Number	30-0013
Introduction Date	1/23/20
Enactment Number	20-0135
Enactment Date	1/22/2020



# MEMORANDUM OF UNDERSTANDING (NO COST) 2019-2020

	. Т	his MEMORANDUM OF UNDERSTAI	NDING (MOU) YoGo4Ki	is en	tered into between	en Oakland Unified School District (OUSD) and (CONTRACTOR)		
an oth	d. The onerwise	CONTRACTOR's services or program of agreed upon by both parties).	described in this	s MOU	will be provided	at no cost to OUSD (or students or parents unless		
Th	e partie	s agree as follows:						
1.	Site N (attac	lame(s): Unless otherwise further agre h separate document if more space is r	eed to in writing needed):	by the	e parties, the Sch	ool Sites governed by this MOU are the following		
	Seque	oia Elementary School						
2.	Servic	ces: CONTRACTOR shall provide the corated herein by reference.	e services ("S	Service	s" or "Work") as	described in Exhibit "A," attached hereto and		
3.	Term:	: The term of this MOU shall be from	09/01/19 [mm/dd/yyyy]	to _	08/31/2022 [mm/dd/yyyy]	_, not to exceed three years from the start date.		
4.	Comp	pensation: CONTRACTOR's services	or program des	scribed	I in this MOU will	be provided at no cost to OUSD. The following		
	are all	I costs to parents or students (if applica	ble):					
	sessi	p4Kids provides after-school enrich on - Fall, Winter & Spring. student/class X # of classes/session				number of 1-hour after-school classes per per student/session)		
5.	CONT	RACTOR Qualifications / Performan	ce of Services	S:				
	pi S	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.						
	2. <b>E</b>	xpectations or Goals of Program's rogram's services:	Services: T	he foll	owing checked i	items are in agreement with CONTRACTOR'S		
		Develop student's social health/skills	S					
		Develop student's emotional health						
		Develop student's physical health						
	V	Develop student's cognitive and aca	demic skills					
	L.	Create equitable opportunities for le	arning					
		Ensure, maintain, or support high qu	ality and effec	tive ins	struction			
	V	Prepare students for success in colle	ege and caree	rs				
		Help ensure, create, and/or sustain	safe, healthy a	nd sup	portive schools			
	V	Help create full service community s	chools in OUS	D				
		Increase graduation rates						
	L.	Other: Increase overall healt	h & well be	ing.				

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:

CONTRACTOR:

Contact: Address: General Counsel

Office of the General Counsel

1000 Broadway, Suite 300

Oakland, CA 94607 510-879-8535

Phone: Fax:

510-879-4046

Email:

ousdlegal@ousd.org

Heather E. Thornton Contact:

Title:

Founder, YoGo4Kids 1463 Camino Peral

Moraga, CA 94556

925-285-9529

Phone:

E-mail:

Address:

yoqo4kids@gmail.com

### OUSD Sponsoring Department: Community Schools & Student Services

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.

#### Insurance:

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

- 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.
- 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.
- 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.

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.

- 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.
- 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.
- 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 furthest 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.

- Contract Publicly Posted: This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- 34. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this MOU until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent that formal approval. This MOU shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTR	NCT	CONTRACTOR			
Joly that	1/23/2020	Al cott 9 Manuter 11/21/19			
☐ President, Board of Education ☐ Superintendent	Date	Contractor Signature Date Date			
Chief or Deputy Chief		Heather E. Thornton			
Jef 19-have	1/23/2020	Print Name, Title			
Secretary, Board of Education	Date				

Form approved by General Counsel Office for 2019-20 FY

#### **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 <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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.

After-school yoga classes are generally for students in K-3.

Classes are typically held in a classroom or multi-purpose room.

All YoGo4Kids classes are theme-based (i.e., Friendship, Peace, Gratitude) and are taught using the following format:

Theme introduction

Breath-work

Individual sun salutations & yoga poses

Cooperative games

Partner & Group poses/activities

Relaxation techniques

Rest

Students acquire the following skills:

- >>Use breath-work to both focus and relax.
- >>Increase awareness, empathy and compassion towards self and others.
- >>Build confidence through learning new yoga poses.
- >>Learn tools for self-efficacy.
- >>Work together effectively as a team in cooperative postures/games/activities.
- >>Learn to relax and rest through various kid-friendly techniques.
- >>Cultivate a heart full of gratitude and joy through the integration of heart-centered themes.

### **EXHIBIT "B" STATEMENT OF QUALIFICATIONS**

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

See attached resume.

#### HEATHER E. THORNTON

1463 Camino Peral - Moraga CA 94556

4hethornton@gmail.com www.YoGo4Kids.com 925-285-9529

#### PROFESSIONAL EXPERIENCE

### CALIFORNIA PHYSICAL EDUCATION WORKSHOP

Summer 2019

Speaker, Yoga in K-8 Physical Education

Instructed physical educators how to incorporate breath-work, yoga postures and relaxation techniques in their classes.

Wrote Yoga in K-5 PE Teachers Guide.

YOGO4KIDS - YOGA FOR THE BODY, MIND & HEART

2016 - Present

Founder/Instructor, YoGo4Kids , an elementary after school enrichment program.

Developed yoga curriculum fitting for the public school setting. Designed website <a href="https://www.YoGo4Kids.com">www.YoGo4Kids.com</a>.

Instruct Anusara Yoga classes for adults at St. Mary's College. Teach yoga to teens with special needs.

## MORAGA SCHOOL DISTRICT - PHYSICAL EDUCATION SPECIALIST

2008 - 2015

Designed and developed physical education program for three elementary schools [1100+ students].

Created, implemented and evaluated comprehensive TK-5 curriculum, activities and special events consistent with standards set by the California Department of Education. Instructional strategies included physical fitness, motor skills and cooperative games.

Established District's Physical Fitness Program, FitnessGram.

Provided cheerful and safe atmosphere for all students.

ORINDA HOMESTAY PROGRAM/ENGLISH STUDIES

INSTITUTE -TOUR GUIDE

Summers 2014 & 2015

Lead group of middle school students from China on daily excursions throughout San Francisco Bay Area.

THE HEAD-ROYCE SCHOOL

1990 - 1998

PHYSICAL EDUCATION SPECIALIST - Grade K-8

Taught K-8 physical education with a focus on physical fitness and progressive skill development.

Developed comprehensive program using Physical Education Model Content Standards.

Built positive class environment by applying life-skills to all activities, games and sports.

AQUATICS DIRECTOR - SUMMER PROGRAM

Recruited, trained and managed staff members to teach daily American Red Cross *Learn to Swim* lessons (300+ children/summer) Managed and monitored the department operating budget.

HEAD SWIMMING COACH - High School

Developed innovative techniques and training programs to ensure individual success in high school swimmers.

#### EDUCATION

## ST. MARYS' COLLEGE OF CALIFORNIA

Single Subject Credential, Physical Education 1987

WESTMONT COLLEGE BA, Physical Education 1985

#### SOFTWARE EXPERTISE

Microsoft Office QuickBooks

#### MEMBERSHIPS

SHAPE America Save the Bay Fine Arts Museums of San Francisco

#### CERTIFICATIONS

Registered Childrens Yoga Teacher (RCYT-95) - 2019 Registered Yoga Teacher (RYT-200) - 2016 CLAD - 2010 American Red Cross: 1st Aid, Adult and Child CPR - 2019 Mandated Reporting General Training - 2013

# PHILANTHROPIC INTERESTS

American Heart Association— Jump Rope for Heart, Event Coordinator 1987–1991, 2014 National Charity League 2004–2010

	ACORD
Ī	PRODUCER

## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 08/24/2019

PRODUCER Maguire Insurance Agency, Inc. FWI 1 Bala Piz Ste 100 Bala Cynwyd, PA 190041401 610.617.7900			HOLDER. ALTER TH	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURE	D				FFORDING COVERAG		NAIC#
	Thornton				delphia Indemnity Insuranc	e Company	18058
10001/2-1	mino Pera			INSURER B: INSURER C:			
Moraga	, CA 94556			INSURER D:			
				INSURER E:			
COVE	RAGES						
MA	Y PERTA	ES OF INSURANCE LISTED BELOW HAVE BEI REMENT, TERM OR CONDITION OF ANY C AIN, THE INSURANCE AFFORDED BY THE P AGGREGATE LIMITS SHOWN MAY HAVE BEI	OLICIES DESCRIBE	D HEREIN IS SUBJE LID CLAIMS.	OTH RESPECT TO WEET TO ALL THE TER	UICU TUIC CEDIFICATION N	SAV DE ICCLIED OD
LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
Α	x	GENERAL LIABILITY	PHPK1931323-	01/18/2019	01/18/2020	EACH OCCURENCE	\$2,000,000
		X COMMERCIAL GENERAL LIABILITY	000			DAMAGE TO RENTED	7.0-90
		CLAIMS MADE X OCCUR				PREMISES (Ea occurrence)	\$100,000
		X PROFESSIONAL LIABILITY				MED EXP (Any one person)	\$2,500
		THE ESTATE BASELLY				PERSONAL & ADV INJURY	\$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$4,000,000
		X POLICY PROJECT LOC				PRODUCTS - COMP/OP AGG	\$4,000,000
		AUTOMOBILE LIABILITY					
		ANY AUTO				COMBINED SINGLE LIMIT (EA accident)	
×	53	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	
		HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	
						PROPERTY DAMAGE	
						(Per accident)	
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
		ANY AUTO				OTHER THAN EA ACT ACT ACT ACT ACT ACT ACT ACT ACT AC	
		EXCESS / UMBRELLA LIABILITY				EACH OCCURENCE	
		OCCUR CLAIMS MADE				AGGREGATE	
		DEDUCTIBLE					
		RETENTION					
	EMPLOY ANY PI	S COMPENSATION AND ERS' LIABILITY OPPRIETOR/PARTNER/EXECUTIVE //MEMBER EXCLUDED?				WC STATU- TORY LIMITS ER	
	OFFICER	/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	
	(Mandat	tory in NH)				E.L. DISEASE - EA AMPLOYEE	
		escribe under PROVISIONS below				E.L. DISEASE - POLICY LIMIT	
Wall and	OTHER						
DESCRIPT It is unde negligend	rstood an	PERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDE d agreed that the following entity is added as an addition	D BY ENDORSEMENT / Si al insured but only with a	PECIAL PROVISIONS respect(s) to the operati	ons of the named insured e	except that liability resulting from the	e additional insured's sole
CERTI	FICAT	E HOLDER		CANCELLA	TION		
Oakland Unified School District 1000 Broadway Ste 440, Attention: Risk Management Oakland, CA 94607-			SHOULD ANY O THEREOF, THE CERTIFICATE HO LIABILITY OF AN	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE			
				Ro	mede	H.	

### POLICY CHANGE DOCUMENT

POLICY NO: PHPK1931323-000 CHANGE # 13

CHANGE EFFECTIVE: 08/24/2019

Philadelphia Indemnity Insurance Company

PRODUCER: Maguire Insurance Agency, Inc. FWI

NAMED INSURED:

Heather Thornton

MAILING ADDRESS

1463 Camino Peral Moraga, CA 94556-

POLICY PERIOD:

FROM

01/18/2019

\$0.00

\$0.00

TO 01/18/2020

at

12:01 A.M. Standard Time at your mailing address shown above.

DESCRIPTION:

In consideration of the premium reflected, the policy is amended as indicated below:

Added 1 Additional Insured.

Total Annual

Additional/Return Premium

**Total Prorate** 

Additional/Return Premium

\$0.00

Total Annual Additional/Return Tax/Surcharge/Fee Total Prorate

Additional/Return Tax/Surcharge/Fee

\$0.00

### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

#### DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

From: <mentor-services@beamentor.org>
Date: Tue, Sep 10, 2019 at 09:55

Subject: OUSD TB and Fingerprinting Requirements Cleared!

To: <ellie.furey@gmail.com>

#### Dear School Site Leader:

This letter certifies that Elizabeth Reed Furey has completed the California Education Code TB and Fingerprint clearance steps required by Oakland Unified School District (OUSD) for the below activities. OUSD may require additional contracting steps.

Sequoia Elementary School Background clearance

Please note clearance dates below:

Elizabeth Reed Furey TB Clearance Date: 4/12/2018 DOJ Clearance Date: 8/29/2019 FBI Clearance Date: 9/5/2019 ATI : G241FUE456

All school site participants shall act in accordance with district policies, regulations, school rules and directives of the supervising employee or administrator.

We thank Elizabeth Reed Furey for supporting OUSD students

Sincerely,

Be A Mentor, Inc. 22693 Hesperian Blvd, Suite 170 Hayward, CA 94541 510-795-6488 Fax: 1-866-498-3620

mentor-services@beamentor.org

OUSD TB and Fingerprinting Requirements Cleared!

To: Heather Thornton

September 10, 2019 at 10:00 AM



#### Dear School Site Leader:

This letter certifies that Heather Elizabeth Thornton has completed the California Education Code TB and Fingerprint clearance steps required by Oakland Unified School District (OUSD) for the below activities. OUSD may require additional contracting steps.

Sequoia Elementary School Background clearance

Please note clearance dates below:

Heather Elizabeth Thornton TB Clearance Date: 1/12/2017 DOJ Clearance Date: 8/30/2019 FBI Clearance Date: 9/5/2019 ATI : G241THH458

All school site participants shall act in accordance with district policies, regulations, school rules and directives of the supervising employee or administrator.

We thank Heather Elizabeth Thornton for supporting OUSD students

Sincerely,

Be A Mentor, Inc. 22693 Hesperian Blvd, Suite 170 Hayward, CA 94541 510-795-6488 Fax: 1-866-498-3620

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Search Term: yogo4kids\* Record Status: Active

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December 30, 2019 2:58 PM

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