

Board Office Use: Legislative File Info.	
File ID Number	20-0064
Introduction Date	2/12/20
Enactment Number	20-0268
Enactment Date	2/26/2020 os



Memo

To Board of Education

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

Board Meeting Date February 12, 2020

Subject Memorandum of Understanding
Contractor: Oakland Natives Give Back Fund Inc.
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 Oakland Natives Give Back Fund Inc., Oakland, CA, for the latter to promote attendance and provide incentives through their Every Day Counts Attendance Challenge initiative and Attendance Learning Institute (ALI) program at all Oakland Unified School District public schools, for the period of August 12, 2019 through July 31, 2022, at no cost to the District.

Background
(Why do we need these services? Why have you selected this vendor?)

Oakland Natives Give Back Fund (ONGB) is a non-profit organization committed to addressing chronic absenteeism to ensure students are on the right path for academic achievement and graduation. ONGB programs and initiatives provide OUSD schools with financial resources to promote daily school attendance and youth development to ensure all Oakland students graduate from high school.

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

N/A

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 Oakland Natives Give Back Fund 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):

All Oakland Unified School District Public school students in grades K-12 are eligible to participate in the incentive programs described in Exhibit A and Exhibit C of this agreement. Selected schools are required to participate in the incentive programs described in Exhibit A.

- 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 08/12/19 to 07/31/22, 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):

See Exhibit A

5. 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: Reduce Chronic Absenteeism

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: Dr. Nyeisha Dewitt
Title: CEO
Address: 2934 Telegraph Avenue
Oakland, CA 94609
Phone: 510-545-ONGB (6642)
E-mail: nyeisha@oaklandnatives.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.

M. MARTIN YOUNG, CSSS
Abonstantank, CSSI

- 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:~~ *OUSD ALLOWS WAIVER OF REQUIREMENTS PER EDUCATION CODE*

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. **Proprietary Rights**
 1. **OUSD Property.** As between the parties, District Property is and shall remain the District's sole and exclusive property. "District Property" means all graphic user interface, text, content, images, video, music, designs, products, computer programs, drawings, documentation and other materials of any kind posted, submitted, provided or otherwise made available to us by you in connection with the Services, other than the property designated in Section 25.2 below.
 2. **Contractor Property.** Subject to the limited rights expressly granted hereunder, CONTRACTOR and its licensors or suppliers own all right, title and interest in and to each of the Services, along with all related documentation, materials, content, and specifications, and all modifications, enhancements, improvements, and all derivative works thereto. CONTRACTOR also retains all right, title and interest to any work product or other intellectual property developed and/or delivered in connection with their provision of any services or the performance of any obligations hereunder, including any content provided by Contractor or on its behalf in or through the Services.
 3. **Other Rights.** CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
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 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

Memorandum of Understanding (No Cost)

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

- 33. **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 DISTRICT

[Signature] 2/27/2020
Date

President, Board of Education
 Superintendent
 Chief or Deputy Chief

[Signature] 2/27/2020
Secretary, Board of Education Date

CONTRACTOR

[Signature] 10-23-11
Contractor Signature Date

Dr. Nyeisha Dewitt
Print Name, Title

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 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.

Every Day Counts Attendance Challenge: Students with Good attendance for each round can compete for a chance to win \$500. Good attendance for this campaign is defined as the equivalent of one excused absence and no more than 3 tardies. There will be 20 recipients awarded for each round. Round One is August 13, 2018 - October 31, 2018, Round Two is November 1, 2018 - January 31, 2019, and Round Three is February 1, 2019 - April 30, 2019. Registered students can also be selected to win bonus prizes and cash awards for their confirmed attendance on pre-selected school days during the school year. This campaign is open to all OUSD public school students. Written parental consent is required prior to the release of student level attendance data. Pre-registration is required for participation. Pre-registration means that the parent must sign the permission slip at a later date for release of attendance data if their student's name is pulled. Participants attending an Attendance Learning Institute partner school will be given the opportunity to register during the school enrollment process. Interested students can also pre-register online by going to our website at www.oaklandnatives.org. Principals will receive a copy of the flyer and registration forms to share with students and their families.

Attendance Learning Institute (ALI): ALI schools will be able to participate for up to three years and receive approximately \$10,000 in materials and resources to maximize their efforts. They will also receive up to \$10,000 to implement an action plan to continue to reduce chronic absenteeism at their school. After the first year of participation, schools who have successfully engaged in the process may be asked to reapply to continue for a second year. Participation is contingent on mutual agreement and continued funding. ALI is funded by Oakland Natives Give Back a not-for-profit 501c3 organization.

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.

Oakland Natives Give Back Fund (ONGB) is a non-profit organization committed to addressing chronic absenteeism to ensure students are on the right path for academic achievement and graduation. Our programs and initiatives provide OUSD schools the financial resources necessary to understand the impact of our programs on attendance outcomes within partner schools. Under the leadership of Dr Nyeisha Dewitt, we intend to partner with OUSD to continue our mission to promote daily school attendance and youth development to ensure all Oakland students graduate from high school.

Executive Leadership Experience

Dr. Nyeisha Dewitt, Founder - Executive Director

Dr Dewitt is an Oakland native committed to improving educational and career outcomes of Oakland students. She served on OUSD Truancy Task Force and on the Effective Teachers for Oakland Task Force. She is the former Program Director of the Citywide Dropout Prevention Program at Oakland's Promise Alliance, and Sr. Field Rep for Assemblymember Bonta. She earned her Master's in Teaching and her Doctoral degree in Education from the University of SF.

Dr. Mayfield-Lynch, ONGB Board Chair

Dr Mayfield is the first African American tenured at Holy Names University where she serves as the Dean of the School of Education. Her other roles have included: Board Chair of the Oakland Alliance for Community Partnerships, Convener of the Effective Teachers for Oakland Community Taskforce, and President of the Oakland Berkeley Chpt. of Black Women Organized for Political Action. As a scholar activist, she works to create a diverse local teaching force to improve educational outcomes for urban youth.

Profile Highlights

Over 10 years of community leadership experience serving Oakland students grades K-12

Funding & Grants

Over \$1 million in student supplies and resources at Annual Back to School Rally
\$275,000 awarded to select OUSD public school to improve daily attendance rates
\$172,000 awarded to students for maintaining good and perfect attendance

ONGB Feature Initiatives & Programs

2017 - 2019 Every Day Counts Attendance Challenge

2016 - 2018 Rob Bonta Challenge

Capacity building grants to awarded to OUSD public schools to implement Attendance Awareness & Improvement plans at selected school sites.

2016 - 2017 Higher Learning Initiative

2016 - 2017 Youth Ambassadors Program

2015 - 2017 Select School Challenge

2007- Present Annual Attend & Achieve Back To School Rally

MEMORANDUM OF UNDERSTANDING FOR OAKLAND NATIVES
EXHIBIT "C" MARKETING MATERIALS
(Actual marketing product may vary.)

giveback

EVERY DAY COUNTS

ATTENDANCE CHALLENGE
COME TO SCHOOL EACH DAY ON TIME

EVERY DAY COUNTS
500
ATTENDANCE CHALLENGE

\$50000

20 STUDENTS WILL WIN EACH ROUND!

ROUND #1:
SEPTEMBER - OCTOBER
AWARDED IN NOVEMBER

ROUND #2:
NOVEMBER - JANUARY
AWARDED IN FEBRUARY

ROUND #3:
FEBRUARY - APRIL
AWARDED IN MAY

April 10, 2008
\$500.00
Year Home - Here
for Oakland Native Giveback
Every Day Counts Attendance Challenge

- Student enrolled and attending a school within OUSD, a OUSD Public Charter School or within Alameda and Contra Costa Counties.
- Students must have good attendance each round.
- Winners will be selected by lottery drawing from the pool of eligible students.

REGISTER ONLINE @
WWW.OAKLANDNATIVES.ORG
DEADLINE TO REGISTER IS JANUARY 31, 2008

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

BLANKET ADDITIONAL INSURED ENDORSEMENT

Section II – LIABILITY, C., Who Is An Insured is amended to include as an insured any person, entity or organization that is:

1. A franchisor under a franchise agreement with the Named Insured as franchisee relating to “your work”; or
2. A licensor under a license agreement with the Named Insured as licensee relating to “your work”; or
3. A co-owner with the Named Insured in premises used for “your work”; or
4. A majority owner with a controlling interest in the Named Insured but only with respect to liability arising out of such owner’s (i) financial or operational control of the Named Insured; or (ii) ownership, maintenance or use of premises leased or occupied by the Named Insured for purposes of “your work”; or
5. A mortgagee, assignee or receiver of the Named Insured relating to “your work”; or
6. A lessor, or an agent of a lessor, under a lease agreement with the Named Insured as lessee relating to “your work”; or
7. A grantor of a permit to the Named Insured as permittee relating to “your work”.
However, if the grantor of a permit is a federal, state or local government or political subdivision, there is coverage under this endorsement only for liability arising from:
 - a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - b. The construction, erection or removal of elevators; or
 - c. The ownership, maintenance or use of any elevators covered by this insurance; or
8. A lessor of equipment leased to the Named Insured relating to “your work”; or
9. A contributor, benefactor, or supporter who provides financial assistance to the Named Insured in connection with “your work”.

but only to the extent the Named Insured is required to add such person, entity or organization as an additional insured to this policy under a written contract, written permit or written agreement relating to “your work”.

Such person, entity or organization is an insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” that is caused, in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf in connection with “your work” while such written contract, written permit or written

agreement is in effect.

EXCLUSIONS

There is no coverage under this endorsement for loss or expense, including but not limited to the cost of defense for "bodily injury", "property damage" or "personal and advertising injury":

1. That occurs after all of "your work", including materials, parts or equipment furnished in connection with "your work" and performed under a written contract, written permit or written agreement has ended; or
When that portion of "your work" out of which the "bodily injury", "property damage" or "personal and advertising injury" arises and performed under a written contract, written permit or written agreement has been put to its intended use by any person(s) or organization(s);
whichever occurs first.
2. Arising directly or indirectly from construction or demolition operations of any kind performed by you.
3. Caused or alleged to be caused by the sole negligence of an additional insured under this endorsement.
4. Arising out of "your work" performed for a federal, state or local government or political subdivision under a written permit; or
5. Included within the "products-completed operations hazard".

CONDITIONS

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract, written permit or written agreement specifically requires that coverage under this endorsement is primary.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

SAM Search Results
List of records matching your search for :

Search Term : oakland natives give back fund inc.*
Record Status: Active

No Search Results